

January 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 <i>NEW YEAR'S DAY</i>	2	3	4
5	6	7 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	8 PLANNING COMMISSION 7:00 CAUCUS 6:45	9	10	11
12	13 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	14	15	16	17	18
19	20 <i>MARTIN LUTHER KING., JR DAY</i>	21 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	22	23 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	24	25
26	27	28 RECREATION BOARD 6:00	29	30	31	

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
JANUARY 7, 2020**

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: December 17, 2019
 - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a C1 and C2 transfer permit for Swamiji Sadhguru Inc., 7963 State Road North Royalton, Ohio 44133.
 - c. Approval of the proposed install of a gravity flow mainline sanitary sewer, location site of 16400 State Road known as PPN 487-18-041 and extend south to Edgerton Road then extend east along Edgerton Road to the intersection with Waterbridge Drive for a length of 2,450 lineal feet within the public right-of-way.
 - d. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	Linda Barath
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Dan Langshaw
Storm Water	Jessica Fenos
Streets	Vincent Weimer
Utilities	Mike Vos
10. Report from Council Representatives to regulatory or other boards:

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

THIRD READING CONSIDERATION

1. **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. First reading December 3, 2019. Second reading December 17, 2019.**

2. **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. **First reading December 3, 2019 and referred to Planning Commission. Second reading December 17, 2019.**

SECOND READING CONSIDERATION

1. **19-116** - AN ORDINANCE GRANTING A SIMILAR USE PERMIT TO BLUELINE CLASSICS, LLC TO OPERATE A CLASSIC CAR RECONDITIONING AND RESTORATION BUSINESS AT 11035 STATE ROAD, PPN 489-19-007 AND 489-19-008, GENERAL BUSINESS ZONING, AND DECLARING AN EMERGENCY. **First reading December 17, 2019.**
2. **19-117** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SENIOR TRANSPORTATION CONNECTION, AND DECLARING AN EMERGENCY. **First reading December 17, 2019.**
3. **19-118** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICES AGREEMENT WITH MEDICOUNT MANAGEMENT, INC. TO PROVIDE BILLING SERVICES FOR EMS SERVICES PROVIDED BY THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY. **First reading December 17, 2019.**
4. **19-119** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UTILITY INC. FOR BODYWORN CAMERA AND VEHICLE VIDEO AND COMMUNICATIONS SYSTEMS FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$247,100.00, AND DECLARING AN EMERGENCY. **First reading December 17, 2019.**
5. **19-120** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH ROYALTON AND THE NORTH ROYALTON CITY SCHOOL DISTRICT, AND DECLARING AN EMERGENCY. **First reading December 17, 2019.**

FIRST READING CONSIDERATION

- * 1. **20-01** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT, THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR NPDES STORM WATER PERMIT MINIMUM CONTROL MEASURES 1 AND 2, AND DECLARING AN EMERGENCY.
- * 2. **20-02** - A RESOLUTION CONFIRMING THE APPOINTMENT OF CHERYL HANNAN TO FILL THE UNEXPIRED TERM OF TIMOTHY MILLER AS A MEMBER OF THE CITY OF NORTH ROYALTON'S BOARD OF ZONING APPEALS, AND DECLARING AN EMERGENCY.
3. **20-03** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF NICK CINQUEPALMI TO SERVE AS DIRECTOR OF PUBLIC SERVICE AND PROPERTIES FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
4. **20-04** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF ERIC DEAN TO SERVE AS DIRECTOR OF FINANCE FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
5. **20-05** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF RICHARD DELL'AQUILA AS PUBLIC DEFENDER FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
6. **20-06** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF THOMAS J. JORDAN TO SERVE AS DIRECTOR OF COMMUNITY DEVELOPMENT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
7. **20-07** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF THOMAS A. KELLY TO SERVE AS LAW DIRECTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

8. **20-08** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF DAN KULCHYTSKY TO SERVE AS BUILDING COMMISSIONER FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
 9. **20-09** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JAMES MARNIELLA TO SERVE AS MAGISTRATE OF MAYOR'S COURT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
 10. **20-10** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JAMES J. MCDONNELL TO SERVE AS SECOND ASSISTANT PROSECUTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
 11. **20-11** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF MARK SMITH TO SERVE AS WASTEWATER SUPERINTENDENT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
 12. **20-12** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JASON SWIM TO THE POSITION OF RECREATION DIRECTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
 13. **20-13** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF DONNA M. VOZAR TO SERVE AS ASSISTANT LAW DIRECTOR/FIRST ASSISTANT PROSECUTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
 14. **20-14** - AN ORDINANCE AMENDING ORDINANCE 14-141 ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTION 6, AND DECLARING AN EMERGENCY.
 15. **20-15** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 8 LAW DEPARTMENT, AND DECLARING AN EMERGENCY.
 16. **20-16** - AN ORDINANCE AMENDING ORDINANCE 19-114 ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2020, AND DECLARING AN EMERGENCY.
 17. **20-17** - AN ORDINANCE AMENDING ORDINANCE 19-114 ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2020, AND DECLARING AN EMERGENCY.
 18. **20-18** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 11 WASTEWATER DEPARTMENT, AND DECLARING AN EMERGENCY.
 19. **20-19** - AN ORDINANCE AUTHORIZING THE APPROPRIATION OF MONEY FROM THE GENERAL FUND OF THE CITY OF NORTH ROYALTON, OHIO FOR THE PURPOSE OF DEFEASING \$8,116 OF THE OUTSTANDING \$7,435,000 VARIOUS PUIROSE GENERAL OBLIGATION (LIMITED TAX), SERIES 2014, DATED MAY 21, 2014 ISSUED BY THE CITY, ESTABLISHING AND CREATING AN ESCROW FUND FOR SAID DEFEASANCE AND AUTHORIZING AND APPROVING THE FORM OF AN AMENDED AND RESTATED ESCROW AGREEMENT IN CONNECTION WITH SUCH DEFEASANCE.
 20. **20-20** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE CEDAR ESTATES BASIN IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.
 21. **20-21** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JUDITH STAVOLE- MCLAUGHLIN TO SERVE AS THE PART TIME DIRECTOR OF OFFICE ON AGING/HUMAN SERVICES FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

ORDINANCE NO. 20-01

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT, THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR NPDES STORM WATER PERMIT MINIMUM CONTROL MEASURES 1 AND 2, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton, the Cuyahoga Soil and Water Conservation District and the Northeast Ohio Regional Sewer District recognize the need for effective collaboration in carrying out Clean Water Act responsibilities, especially related to National Pollutant Discharge Elimination System (NPDES) rules; and

WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District, the Northeast Ohio Regional Sewer District and the City of North Royalton for NPDES Storm Water Permit Minimum Control Measures 1 and 2.

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

Section 1. The Mayor is hereby authorized to enter into a Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District, the Northeast Ohio Regional Sewer District and the City of North Royalton for NPDES Storm Water Permit Minimum Control Measures 1 and 2 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 authorize the Mayor to enter into a Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District, the Northeast Ohio Regional Sewer District and the City of North Royalton for NPDES Storm Water Permit Minimum Control Measures 1 and 2 to provide for an effective collaboration in carrying out Clean Water Act responsibilities, especially related to National Pollutant Discharge Elimination System (NPDES) rules.

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:

MEMORANDUM OF UNDERSTANDING for 2020
Between the Cuyahoga Soil and Water Conservation District
and the
Northeast Ohio Regional Sewer District
and the
City of North Royalton

This Memorandum of Understanding ("MOU") is made this ____ day of _____ ("Effective Date"), between the Cuyahoga Soil and Water Conservation District (SWCD) and the Northeast Ohio Regional Sewer District (NEORS), pursuant to the authority of Board of No. 285.19, adopted November 7, 2019 and the City of North Royalton ("City") for providing technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of conservation education, stewardship, and public involvement activities that also corresponds to the City's Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities and public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, such as what is required in the National Pollutant Discharge Elimination System (NPDES) permit, the City, the Cuyahoga Soil and Water Conservation District (SWCD), and NEORS accept this agreement as the document which describes the process for exchange. Cooperation between these units of government facilitates better awareness of environmental issues and potential solutions for a healthier environment. In providing conservation *education* assistance and expertise to the City, the SWCD hopes to influence citizens to better protect and conserve soil and water resources. The Ohio Revised Code, Chapter 940, describes the District's authority for engaging in this MOU.

Additionally, NEORS is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measure Nos. 1, 2, 3, and 6 under NEORS's Regional Stormwater Management Code (Title V), and is further authorized to provide such services through agreements with service providers such as the SWCD.

The SWCD, NEORS, and the City have mutually agreed to this scope of assistance related to education, stewardship and public involvement for the conservation of soil and water resources.

Cuyahoga SWCD Conservation Program

The SWCD will work with the City to provide an annual conservation program that includes public education and public involvement, such as that listed in the City's Storm Water Management Plan, local watershed action plan, and/or balanced growth plans, or others as mutually agreed upon. The goal of the education, stewardship and public involvement program is to reach diverse stakeholders, including City residents, City staff, school children, etc. through the following services:

1. SWCD staff will coordinate activities and facilitate program implementation with feedback from the City's designee and/or through an annual stakeholder meeting.

2. SWCD staff will attend City council meetings, as requested.
3. SWCD will assist the City in planning and promotion of a local pollution prevention or clean water event and assist in identifying partnerships with various community stakeholders. Events may include stream clean ups, drain stenciling, water festivals or other activities to engage the public.
4. SWCD will create a variety of educational materials, including brochures, fact sheets, newsletters, newsletter articles, web-based information for the City's use, special mailings, educational posters and school programs, such as age-specific student programs and teacher workshops related to conservation concerns, including watershed issues, soils and water.
5. SWCD will provide opportunities for student involvement in local, state and national programs and competitions and educational programs.
6. On the City's behalf, the SWCD will participate in the Northeast Ohio Public Involvement and Public Education Work group (NEO PIPE). Products produced by the NEO PIPE Work Group will be shared with the City.
7. The SWCD will seek opportunities to maximize impact and minimize additional program costs related to printing large quantities of selected materials that become available to the public.
8. The SWCD will provide an annual report of all activities undertaken, including copies of all fliers, notices, and types of stakeholders reached, attendance records and any data collected.

Community's Role

1. The City will designate someone to serve as the liaison to the Cuyahoga SWCD and to help provide guidance regarding conservation education and public involvement and with coordination of activities such as improvement days, storm drain stenciling, and watershed planning activities.
2. The City will help to identify potential leaders, including civic leaders, civic groups, senior organizations, fraternal groups, scout leaders, school liaisons, business leaders and anyone else that should be contacted through an outreach program.
3. The City will disseminate program information in a timely manner.
4. The City will assume full responsibility for completion and submittal of their required annual reports.

Agreed Procedures

- The City agrees to grant an annual conservation appropriation to the SWCD, not to exceed \$5,500 for a one-year term, following the Effective Date, and the Cuyahoga SWCD agrees to use the grant funds to provide a conservation program for the City.
- The City will provide a resolution to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.
- That the SWCD is a conservation technical and education service agency and therefore is not

granted regulatory authority in the Ohio Revised Code.

- That the working relationship will be defined to include lines of communications with appropriate departments. The SWCD and the City will meet at least once a year to coordinate a work plan and exchange information with the goal of developing a multi-disciplinary approach to resource management.
- SWCD will provide a written annual report, relevant to its role, as outlined in this MOU.
- That credit will be given jointly to the SWCD and the City in any conservation publications produced.
- That all parties will review quality of service and address concerns as they arise.
- The City recognizes the SWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
- All services of the SWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

Coordination between NEORS and SWCD

61. In accordance with Title V of NEORS's Regional Stormwater Management Code, NEORS will provide an appropriation in the amount of \$5,500 to the City, which shall use such appropriation to pay the Cuyahoga SWCD to carry out the services set forth in this MOU.
62. NEORS and SWCD shall jointly plan annual MCM #1 and MCM #2 activities.
63. SWCD shall provide the District with monthly reports of services provided to each community.

Term, Renewal, Termination

The term of this MOU shall commence on the date (the "Initial Effective Date") SWCD receives written notice from the City, in a form approved by SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the City has agreed to grant funds, in an amount agreed to by the parties, to support SWCD's general operations for the following 12-month period (the "Initial City Notice"). The parties acknowledge, understand, and agree that any such funding shall be for the purposes of the SWCD's providing Phase II services for a period of 12 *calendar* months following the Initial Effective Date (the "Initial MOU Term") and that this MOU shall terminate on the 12-month anniversary of the Initial Effective Date.

This MOU may be amended or terminated at any time by mutual consent of all parties.

In witness thereof, the Memorandum executed and agreed to on the latest day, month and year written below:

Cuyahoga Soil & Water
Conservation District

City of North Royalton

By:
Chair

By: Hon. Robert Stefanik

Date:
Northeast Ohio Regional Sewer District

Date:

By: Kyle Dreyfuss-Wells
Chief Executive Officer

And: Darnell Brown, President
Board of Trustees

Date:

Date:

This Instrument Reviewed By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CUYAHOGA SOIL AND WATER
CONSERVATION DISTRICT

CITY OF NORTH ROYALTON
FOR

2020-2025 PHASE II TECHNICAL
ASSISTANCE IMPLEMENTING SOIL AND
WATER CONSERVATION MEASURES

Total Approximate Cost: \$5,500

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

RESOLUTION NO. 20-02

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION CONFIRMING THE APPOINTMENT OF CHERYL HANNAN TO FILL THE UNEXPIRED TERM OF TIMOTHY MILLER AS A MEMBER OF THE CITY OF NORTH ROYALTON'S BOARD OF ZONING APPEALS, AND DECLARING AN EMERGENCY

WHEREAS: The Mayor has appointed Cheryl Hannan to fill the unexpired term of Timothy Miller to the City of North Royalton's Board of Zoning Appeals; and

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

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

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

Section 1. Council hereby confirms the appointment of Cheryl Hannan to fill the unexpired term of Timothy Miller to the City of North Royalton's Board of Zoning Appeals, effective January 7, 2020.

Section 2. The term of said appointment shall expire on January 19, 2021.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 20-03

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF NICK CINQUEPALMI TO SERVE AS DIRECTOR OF PUBLIC SERVICE AND PROPERTIES FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Director of Public Service and Properties is an appointive position; and

WHEREAS: The Mayor has appointed Nick Cinquepalmi to the position of Director of Public Service and Properties; and

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

WHEREAS: Council desires to confirm this appointment.

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 confirms the appointment of Nick Cinquepalmi to the position of Director of Public Service and Properties for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Director of Public Service and Properties is an appointive one and it is immediately necessary to provide for this appointment.

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 CONFIRMING THE MAYOR'S APPOINTMENT OF
ERIC DEAN TO SERVE AS DIRECTOR OF FINANCE FOR THE CITY OF
NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Director of Finance is an appointive position; and

WHEREAS: The Mayor has appointed Eric Dean to the position of Director of Finance; and

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

WHEREAS: Council desires to confirm this appointment.

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 confirms the appointment of Eric Dean to the position of Director of Finance for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Director of Finance is an appointive one and it is immediately necessary to provide for this appointment.

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. 20-05

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF RICHARD DELL'AQUILA
AS PUBLIC DEFENDER FOR THE CITY OF NORTH ROYALTON, AND DECLARING
AN EMERGENCY

WHEREAS: The position of Public Defender is an appointive position; and

WHEREAS: The Mayor has appointed Richard Dell'Aquila as Public Defender; and

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

WHEREAS: Council desires to confirm this appointment.

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 confirms the appointment of Richard Dell'Aquila as Public Defender for the City of North Royalton, and hereby authorizes and directs the Mayor to enter into a contract for Mr. Dell'Aquila professional services, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

Section 2. The annual salary of said appointed official shall be as previously determined by Council and the Mayor subject to such increases as allowed pursuant to the current non-union wage ordinance.

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 the position of Public Defender is an appointive one and it is immediately necessary to provide for this appointment.

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:

AGREEMENT

This Agreement is entered into this ___ day of _____, 2020, by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio ("State") and duly organized and validly existing under the Constitution and Laws of the State and Richard Dell' Aquila, an attorney at law licensed in the State of Ohio and in good standing with the Ohio Supreme Court (hereinafter "City Public Defender").

WHEREAS, the City of North Royalton determined that it is in the best interest of the City that the position of City Public Defender be created and that said position shall be an appointive one pursuant to Section 290.02(b) and it is the desire of Council, to have a contractual relationship with the City Public Defender; and

WHEREAS, the Mayor has appointed Richard Dell' Aquila as City Public Defender.

IT IS THEREFORE MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

That, Richard Dell' Aquila, shall serve as City Public Defender.

The City Public Defender shall defend all persons who are charged by the City of North Royalton with a misdemeanor or felony offense in either the Mayor's Court or Parma Municipal Court and who qualify for appointment of indigent counsel providing that the City Public Defender, himself, does not have a conflict of interest in such representation. The City Public Defender shall provide representation in Mayor's Court and Parma Municipal Court only. Said representation shall cease when and if said defendant is bound over to the grand jury or to the Common Pleas Court, when the case is dismissed or there is an adjudication of guilt or non-guilt. Said representation shall not be compensated beyond handling such matters in the trial court level. Said representation does not extend to appeals to the Court of Appeals or other superior court above the Mayor's Court or Municipal Court.

For services outlined above, the City Public Defender shall receive a salary in an amount as provided by Ordinance of Council. The salary shall be paid on a monthly basis commencing upon the effective date of this agreement and the amounts shall be subject to the respective contribution to OPERS by the Parties.

The City Public Defender may terminate this agreement upon service to the Law Director and Mayor a written notice of termination not less than sixty (60) days prior to the effective date of termination.

The Mayor may terminate this agreement, without cause, upon serving written notice to the City Public Defender at his or her office or home address not less than sixty (60) days prior to the effective date of said termination.

In the event that Council enacts legislation that eliminates the position from the complement and /or removes from the budget the funding necessary to fund the position, this agreement shall terminate.

This agreement shall be construed and governed by Ohio law. There shall be no assignment of this agreement, the services to be provided being deemed personal.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

Mayor Larry Antoskiewicz

Richard Dell' Aquila
Attorney at Law

ORDINANCE NO. 20-06

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF THOMAS J. JORDAN TO SERVE AS DIRECTOR OF COMMUNITY DEVELOPMENT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Director of Community Development is an appointive position; and

WHEREAS: The Mayor has appointed Thomas J. Jordan to the position of Director of Community Development; and

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

WHEREAS: Council desires to confirm this appointment.

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 confirms the appointment of Thomas J. Jordan to the position of Director of Community Development for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Director of Community Development is an appointive one and it is immediately necessary to provide for this appointment.

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 CONFIRMING THE MAYOR’S APPOINTMENT OF THOMAS A. KELLY TO SERVE AS LAW DIRECTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Law Director is an appointive position; and

WHEREAS: The Mayor has appointed Thomas A. Kelly to the position of Law Director; and

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

WHEREAS: Council desires to confirm this appointment.

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

Section 1. The Council of the City of North Royalton hereby confirms the appointment of Thomas A. Kelly as Law Director for the City of North Royalton, and hereby authorizes and directs the Mayor to enter into a contract for Mr. Kelly’s professional services, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

Section 2. The annual salary of said appointed official shall be as previously determined by Council and the Mayor subject to such increases as allowed pursuant to the current non-union wage ordinance.

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 the position of Law Director is an appointive one and it is immediately necessary to provide for this appointment.

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:

LAW DIRECTOR'S CONTRACT

This Agreement is entered into this ___ day of _____, 2020 by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio ("State") and duly organized and validly existing under the Constitution and Laws of the State and Thomas A. Kelly, an attorney at law licensed in the State of Ohio and in good standing with the Ohio Supreme Court (hereinafter "the Law Director").

ARTICLE 1

SERVICES TO BE PERFORMED BY LAW DIRECTOR

A. The Law Director shall receive a base salary in an amount as provided by Ordinance of Council, plus a monthly allowance of \$100.00 for secretarial and office expenses.

The Law Director shall have the option of receiving healthcare benefits to include medical, dental and eye care, the premiums which shall be fully paid for by the City, or under such terms and conditions as provided to full time employees.

The base salary shall be paid on a monthly basis commencing upon the effective date of this agreement, and the amounts shall be subject to the respective contributions to OPERS by the Parties. In consideration for the above compensation and benefits, the Law Director shall perform the following services:

1. Provide counsel to the Council, Planning Commission, Board of Zoning Appeals, and Charter Review Commission including attendance at all regular, adjourned, special meetings, any caucus conducted before said meetings; and all executive sessions of Council, Planning Commission and Charter Review Commission; and
2. Prepare all legislation for the City, excepting legislation prepared by Council approved special counsel; and
3. Review all legislation for the City; and
4. Provide legal counsel to the Mayor, Council, City department heads, and boards and commissions; and
5. Serve as Chief Prosecutor for all criminal, traffic or administrative matters incidental to the enforcement of any of the codified criminal or traffic ordinances of the City or the laws of the State of Ohio; and
6. Supervise other members of the law department, subordinate counsel and all outside counsel; and
7. Attend Charter Review Commission and Planning Commission meetings; and
8. Oversee and adhere to the approved Law Department portion of the approved Appropriation Ordinance. Law Director shall be entitled to request additional appropriation as justified subject to approval by council.

B. 1) The Law Director and Assistant Prosecutors shall be entitled to compensation for services performed by any member of the Law Department not covered by the base salary. The Law Director and Prosecutors shall be entitled to be paid at an hourly rate for said services according to the following schedule all subject to the respective contributions to OPERS by the parties:

Law Director	\$75.00 per hour
First Assistant	\$65.00 per hour

2) The Law Director and Assistant Prosecutors shall submit itemized bills on a monthly basis to the City Finance Director. Said billings shall be itemized detailing the identity of the person

who performs each work item and shall be in increments of one-quarter of an hour not to exceed one hundred twenty (120) billable hours per month except that in no event shall the hourly billings exceed 1066 billable hours per calendar year. It is agreed and understood that payment for hourly services shall not exceed \$80,000.00 in any given calendar year.

3) The payment for services limitation amount (hourly rate, number of billable hours, and dollar amount limitation) is subject to annual review and may be adjusted by timely request from the Law Director, approval of the Mayor and approval of a majority of Council by motion at any regular meeting or special meeting. Any change in this amount shall be reduced to writing as an addendum hereto and signed by the Law Director, Mayor, President of Council, and Director of Legislative Services.

4) In the event that the Law Director's hours exceed the annual hourly limitation appropriated in any calendar year during the term of this agreement, it is understood that no compensation beyond the amount stated or subsequently agreed to in paragraph B(1- 3) above per calendar year shall be due or paid for said calendar year.

5) The services subject to hourly compensation are:

- a. Representation of the City (including any elected official, officer, director, employee or agent acting in their official capacity) in all civil litigation, administrative hearings including but not limited to labor, disciplinary, zoning (except at Planning Commission and BZA meetings only), workers compensation, or subsequent appeals; disciplinary procedures, including collective bargaining agreement procedures and/or arbitration procedures and/or mediation procedures, suits or other proceedings instituted by or against the City (including any elected official, officer, director, employee or agent) in any court of record or any governmental agency, threatened or anticipated litigation, and including any subsequent appeals.
- b. At the request of a Council member, attend any regular or special meetings conducted by the various Council Committees; or attend any meetings of any other municipal boards or commissions; attendance at meetings of the Charter Review Commission, Planning Commission, and BZA is excluded from compensation; and
- c. Upon approval of Council by majority vote on motion at any regular meeting or special meeting, any other legal services not specifically designated to be covered under the Law Director's base salary.

ARTICLE 2

MISCELLANEOUS PROVISIONS

- A. The Law Director shall require, whenever possible, all litigation expenses including but not limited to court costs, electronic research, deposition costs, expert witness fees, exhibit preparation expenses, arbitration or mediation fees, arbitrator or mediator fees and court reporter fees to be billed directly to and paid by the City Finance Department.
- B. The Law Director may employ, with the approval of Council by ordinance, other licensed attorneys and/or other reputable law firms to represent the City in legal matters requiring such representation at a flat fee or hourly rate that conforms to the legal fee policy of the municipality and which is subject to the approved appropriation ordinance limitation. Further, other law firms may represent the City when such representation is provided by an insurance carrier of the City for appropriate litigation matters.
- C. The Law Director may designate one or more licensed, practicing attorneys to attend the meetings of either Council, Council committees or other municipal boards or commissions when the Law Director is otherwise unavailable.
- D. The Law Director may terminate this agreement upon service to the Mayor a written notice of termination not less than sixty (60) days prior to the effective date of termination. The City may terminate this agreement, without cause, upon serving written notice to the Law Director at his

office or home address not less than sixty (60) days prior to the effective date of said termination and by obtaining official concurrence of two-thirds (2/3) of the Members of City Council and approval of the Mayor.

E. This agreement shall be construed and governed by Ohio law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

Mayor Larry Antoskiewicz

Thomas A. Kelly
Attorney at Law

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF DAN KULCHYTSKY TO SERVE AS BUILDING COMMISSIONER FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Building Commissioner is an appointive position; and

WHEREAS: The Mayor has appointed Dan Kulchytsky to the position of Building Commissioner; and

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

WHEREAS: Council desires to confirm this appointment.

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 confirms the appointment of Dan Kulchytsky to the position of Building Commissioner, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Building Commissioner is an appointive one and it is immediately necessary to provide for the appointment.

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. 20-09

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JAMES MARNIELLA TO SERVE AS MAGISTRATE OF MAYOR'S COURT FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Magistrate of Mayor's Court is an appointive position; and

WHEREAS: The Mayor has appointed James Marniella to the position of Magistrate of Mayor's Court; and

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

WHEREAS: Council desires to confirm this appointment.

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

Section 1. The Council of the City of North Royalton hereby confirms the appointment of James Marniella as Magistrate of Mayor's Court for the City of North Royalton, and hereby authorizes and directs the Mayor to enter into a contract for Mr. Marniella's professional services, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

Section 2. The annual salary of said appointed official shall be as previously determined by Council and the Mayor subject to such increases as allowed pursuant to the current non-union wage ordinance.

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 the position of Magistrate of Mayor's Court is an appointive one and it is immediately necessary to provide for this appointment.

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:

MAGISTRATE'S AGREEMENT

This Agreement is entered into this ____ day of _____, 2020, by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio (hereinafter "the State") and duly organized and validly existing under the Constitution and Laws of the State and James A. Marniella, an attorney at law licensed in the State of Ohio and in good standing with the Ohio Supreme Court (hereinafter "the Magistrate").

WHEREAS, the City of North Royalton determined that it is in the best interest of the City that the position of Mayor's Court Magistrate be created and that said position shall be an appointive one. It is the desire of the Mayor and Council to have a contractual relationship with the Magistrate; and

WHEREAS, the Mayor has appointed James A. Marniella as Magistrate of North Royalton Mayor's Court which appointment has been confirmed by an Ordinance of Council.

IT IS THEREFORE MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

That, James A. Marniella, shall serve as Magistrate of the North Royalton Mayor's Court

The Magistrate's duties shall be to preside as Magistrate over all legal matters filed with the North Royalton Mayor's Court. The Magistrate shall have all powers conferred upon him by Chapter 1901 et seq. of the Ohio Revised Code, the Ohio Constitution or any other chapter or section of the Ohio Revised Code or rule of the Ohio Supreme Court or Rules of Superintendence of the Courts of Ohio or any other applicable law or rule.

The Magistrate shall be certified prior to taking his oath of office and prior to assuming any duties as Magistrate as required by the Ohio Legislature and/or the Ohio Supreme Court and shall maintain such certification in good standing throughout his tenure as Magistrate of North Royalton Mayor's Court. All such forms verifying such certification shall be provided by the Magistrate to the Mayor's Secretary in a reasonable and timely fashion and same shall be maintained in accordance with the Laws of Ohio and the Rules of the Ohio Supreme Court.

The Magistrate shall, in consultation with and with prior approval of the Mayor, establish such policies, programs and procedures that are within the budget of the Court established by City Council and consistent with Ohio Law and/or the directives of the Ohio Supreme Court.

For services outlined above, the City shall pay to the Magistrate a salary in an amount as provided by Ordinance of Council. The Magistrate shall be paid in equal monthly installments said payments being made by the fifth day of each month for services rendered in the prior month. The Magistrate's monthly installment shall be reduced by a pro rata share of the salary equal to one week for excessive absences which are defined as more than three absences in a quarter or more than one absence per month.

The Magistrate may terminate this agreement upon service to the Mayor a written notice of termination/resignation not less than sixty (60) days prior to the effective date of resignation/termination.

The Mayor may terminate this agreement, without cause, upon serving written notice to the Magistrate at his office or home address not less than sixty (60) days prior to the effective date of said termination and by obtaining official concurrence of a majority of the Members of City Council.

In the event that Council enacts legislation that eliminates the position from the complement and /or removes from the budget the funding necessary to fund the position, this agreement shall terminate.

This agreement shall be construed and governed by Ohio law. There shall be no assignment of this agreement, the services to be provided being deemed personal.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

Mayor Larry Antoskiewicz

James A. Marniella
Attorney at Law

Date: _____

Approved as to form:

Thomas Kelly
Law Director

AGREEMENT

This Agreement is entered into this ____ day of _____, 2020, by and between the City of North Royalton (hereinafter “the City”), being a municipal corporation in and political subdivision of the State of Ohio (“State”) and duly organized and validly existing under the Constitution and Laws of the State and

James J. McDonnell, an attorney at law licensed in the State of Ohio and in good standing with the Ohio Supreme Court (hereinafter “the Second Assistant”).

WHEREAS, Section 236.03 of the Codified Ordinances of the City of North Royalton specifies that the position of Second Assistant Prosecutor shall be an appointive one and it is the desire of Council, in addition to the North Royalton Charter provisions, to have a contractual relationship with the Second Assistant Prosecutor which will cover such matters as compensation, duties, termination of contract and other matters of like nature; and

WHEREAS, the Mayor has appointed James J. McDonnell as Second Assistant Prosecutor.

IT IS THEREFORE MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

That James J. McDonnell shall serve as Second Assistant Prosecutor of the City.

The Second Assistant Prosecutor shall be under the supervision of the First Assistant Prosecutor and shall assist the First Assistant Prosecutor in prosecuting all criminal violations of City ordinances and State statutes in the Mayor's Court and courts of record, as well as violations of the Building Code, the Zoning Code, sanitary sewer and sewer rental charge ordinances and the Municipal Income Tax. Further, the Second Assistant Prosecutor shall perform such other duties as assigned by the Mayor, Law Director, or First Assistant Prosecutor, including, but not limited to, giving advice to residents, conducting Prosecutor's hearings and hearing and reviewing complaints referred by City enforcement officials.

For services outlined above, the Second Assistant Prosecutor shall receive a salary in an amount as provided by Ordinance of Council. The salary shall be paid on a monthly basis commencing upon the effective date of this agreement and the amounts shall be subject to the contribution to OPERS by the Parties.

The Second Assistant may terminate this agreement upon service to the Law Director and Mayor a written notice of termination not less than sixty (60) days prior to the effective date of termination.

The Mayor may terminate this agreement, without cause, upon serving written notice to the Second Assistant at his office or home address not less than sixty (60) days prior to the effective date of said termination and by obtaining official concurrence of a majority of the Members of Council.

In the event that Council enacts legislation that eliminates the position from the complement and/or removes from the budget the funding necessary to fund the position, this agreement shall terminate.

This agreement shall be construed and governed by Ohio law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

Mayor Larry Antoskiewicz

James J. McDonnell
Attorney at Law

ORDINANCE NO. 20-11

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF MARK SMITH TO SERVE AS
WASTEWATER SUPERINTENDENT FOR THE CITY OF NORTH ROYALTON,
AND DECLARING AN EMERGENCY

WHEREAS: The position of Wastewater Superintendent is an appointive position; and

WHEREAS: The Mayor has appointed Mark Smith to the position of Wastewater Superintendent; and

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

WHEREAS: Council desires to confirm this appointment.

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 confirms the appointment of Mark Smith to the position of Wastewater Superintendent for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Wastewater Superintendent is an appointive one and it is immediately necessary to provide for this appointment.

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. 20-12

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JASON SWIM TO THE POSITION OF RECREATION DIRECTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Recreation Director is an appointive position; and

WHEREAS: The Mayor has appointed Jason Swim to the position of Recreation Director; and

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

WHEREAS: Council desires to confirm this appointment.

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 confirms the appointment of Jason Swim to the position of Recreation Director for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Recreation Director is an appointive one and it is immediately necessary to provide for this appointment.

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. 20-13

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE CONFIRMING THE MAYOR’S APPOINTMENT OF DONNA M. VOZAR TO SERVE AS ASSISTANT LAW DIRECTOR/FIRST ASSISTANT PROSECUTOR FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The position of Assistant Law Director/First Assistant Prosecutor is an appointive position; and

WHEREAS: The Mayor has appointed Donna M. Vozar to the position of Assistant Law Director/First Assistant Prosecutor; and

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

WHEREAS: Council desires to confirm this appointment.

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

Section 1. The Council of the City of North Royalton hereby confirms the appointment of Donna M. Vozar as Assistant Law Director/First Assistant Prosecutor for the City of North Royalton, full time.

Section 2. The salary and benefits of said appointed official shall be in accordance with the benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that the position of Assistant Law Director/First Assistant Prosecutor is an appointive one and it is immediately necessary to provide for this appointment.

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 14-141 ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTION 6, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 14-141 established benefits for regular part time employees; and

WHEREAS: It is necessary to amend Ordinance 14-141 to further clarify the benefits available to this employment classification; 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 14-141, Section 6 is hereby amended as follows:

Section 6. Effective July 1, 2018*, regular part time employees that average a minimum of twenty two hours (22) hours per week per year and have 1 year of continuous service with a minimum total of 1,144 hours worked, shall be awarded vacation time *and personal days (effective January 1, 2020)* as long as they remain eligible (average 22 hours of work per week) based on length of service as follows:

Vacation Credit for permanent part time employees

After one (1) year of employment	24 hours
After three (3) years of employment	48 hours
After five years of employment	72 hours

*(Vacation credit prorated for 2018)

Personal days for permanent part time employees

After three (3) years of employment **20 hours**

Earned vacation shall be awarded on the employee’s anniversary date but will be available for use in the calendar year on January 1st. Employees who retire/separate from service and who have used vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

Vacation time shall be taken at a time approved of by the Department Head based upon staffing needs, any full time employee leave, or seniority will govern. Vacation time shall be used in 8 hours increments.

Any vacation time that is unused shall be deemed forfeited unless otherwise approved by the Mayor due to staffing issues or other extreme circumstances.

Section 2. Ordinance 14-141 is hereby amended as provided for herein and all other provisions of Ordinance 14-141 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 Section 6 of Ordinance 14-141 to clarify those positions which qualify under the classification of regular part time 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.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 20-15

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 8 LAW DEPARTMENT, 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 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, Civil Service and Benefits Coordinator (part time)	One (1)
6) Paralegal (part time)	One (1)

Section 2. 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 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 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.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING ORDINANCE 19-114 ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2020, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 19-114 established new rates of compensation for non-union employees not covered by collective bargaining agreements; and

WHEREAS: It is necessary to amend Ordinance 19-114, Exhibit A, Law Department in order to update job titles and rates of pay for the Law Department; and

WHEREAS: Council desires to provide for this update.

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 19-114, Exhibit A is hereby amended as follows:

<u>Law Department</u>	<u>Entry</u>	<u>2020</u>	
		<u>2nd Year</u>	<u>3rd Year</u>
Assistant Law Director	\$47.42	not to exceed	\$55.33
Human Resources Specialist/Civil Service (part time)	\$27.96	-	\$31.17
Confidential Secretary (part time)	\$21.35	\$24.21	\$25.42
<i>Paralegal (part time)</i>	<i>\$21.35</i>	<i>\$24.21</i>	<i>\$25.42</i>

Section 2. Ordinance 19-114 is hereby amended as provided for herein and all other provisions of Ordinance 19-114 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 necessary to update job titles and rates of pay for the Law Department.

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. 20-17

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AMENDING ORDINANCE 19-114 ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2020, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 19-114 established new rates of compensation for non-union employees not covered by collective bargaining agreements; and

WHEREAS: It is necessary to amend Ordinance 19-114, Exhibit A, Mayor’s Office in order to update rates of pay for the Mayor’s Office; and

WHEREAS: Council desires to provide for this update.

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 19-114, Exhibit A is hereby amended as follows:

<u>Mayor’s Office</u>	<u>Entry</u>	<u>2020 2nd Year</u>	<u>3rd Year</u>
Executive Assistant/Civil Service Secretary	\$47.42	not to exceed	\$55.33
Deputy Clerk of Court	\$27.96	-	\$31.17
Confidential Secretary	\$21.35	\$24.21	\$25.42
Administrative 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	\$26.80	\$28.42

Section 2. Ordinance 19-114 is hereby amended as provided for herein and all other provisions of Ordinance 19-114 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 necessary to update rates of pay for the Mayor’s Office.

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 11 WASTEWATER DEPARTMENT, 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 11 Wastewater Department, which shall hereinafter read as follows:

Section 11. The **Wastewater 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) Superintendent	One (1)
2) Superintendent in Training	One (1)
3) Assistant Supt. - Operations	One (1)
4) Assistant Supt. – Maintenance	One (1)
5) Lab Technician	Three (3)
6) Certified Operator Certified I-II-III	Seven (7)
7) Operator/Technician In Training	One (1)
8) Laborer I-II-III and/or Motor Equipment Operator	Six Seven (6) (7)
9) Mechanic	One (1)
10) Clerical/bookkeeper	One (1)
11) Inspector	One (1)
12) Summer Help Laborers (part time)	Two (2)
13) Project Manager (temporary, part time)	One (1)

Section 2. 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 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 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.

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF MONEY FROM THE GENERAL FUND OF THE CITY OF NORTH ROYALTON, OHIO FOR THE PURPOSE OF DEFEASING \$8,116 OF THE OUTSTANDING \$7,435,000 VARIOUS PURPOSE GENERAL OBLIGATION (LIMITED TAX), SERIES 2014, DATED MAY 21, 2014 ISSUED BY THE CITY, ESTABLISHING AND CREATING AN ESCROW FUND FOR SAID DEFEASANCE AND AUTHORIZING AND APPROVING THE FORM OF AN AMENDED AND RESTATED ESCROW AGREEMENT IN CONNECTION WITH SUCH DEFEASANCE

WHEREAS: The City of North Royalton (the “City”) has issued general obligation bonds dated May 21, 2014 in the original principal amount of \$7,435,000 (the “Outstanding Bonds”); and

WHEREAS: The City refunded and defeased a portion of the Outstanding Bonds with its \$5,350,000 Various Purpose Refunding Notes, Series 2019 (Federally Taxable), dated November 14, 2019 (the “Series 2019 Notes”); and

WHEREAS: The City Council (the “Council”) of the City desires to amend and restate the Escrow Agreement, dated November 14, 2019 between the City and U.S. Bank National Association to include an additional cash defeasance of \$4,058 of the Outstanding Bonds maturing December 1, 2020 and \$4,058 of the Outstanding Bonds maturing December 1, 2021 (together, the “Defeased Bonds”) with cash from its General Fund for the purpose of maintaining \$5,000 denominations for the defeased and undefeased portions of the Outstanding Bonds.

NOW, THEREFORE, BY THE CITY OF NORTH ROYALTON, COUNTY OF NORTH ROYALTON, CIUYAHOGA COUNTY, STATE OF OHIO, THAT:

Section 1. This Council hereby authorizes the amendment and restatement of the Escrow Agreement with U.S. Bank National Association, dated November 14, and related to the redemption and defeasance of a portion of the Outstanding Bonds in connection with the issuance of the Series 2019 Notes to include the defeasance of the Defeased Bonds with cash from its General Fund for the purpose of maintaining \$5,000 denominations for the defeased and undefeased portions of the Outstanding Bonds.

Section 2. There is hereby created and established, a trust fund to be designated “City of North Royalton, Ohio 2014-1 Escrow Fund” (the “Escrow Fund”), or as otherwise designated by the Director of Finance, which shall be held in the custody of the Escrow Trustee, as hereinafter defined, and shall be used for the purpose of funding the defeasance of the Defeased Bonds.

Section 3. The Director of Finance of the City (the “Director of Finance”), or any other appropriate officer of the City, is hereby authorized and directed to execute on behalf of the City the Amended and Restated Escrow Agreement (the “Amended and Restated Escrow Agreement”) with U.S. Bank National Association, as escrow trustee (the “Escrow Trustee”), setting forth the terms by which the Escrow Fund shall be held and disbursed, which Amended and Restated Escrow Agreement shall be in such form, not inconsistent with this ordinance, as the Director of Finance shall determine. Pursuant to the Escrow Agreement, the Escrow Trustee shall hold the moneys deposited in the Escrow Fund in cash that will be sufficient to pay (i) the principal on the Defeased Bonds, which is due and payable on each December 1, 2020 and December 2021, and (ii) the interest on the Defeased Bonds, which is due and payable on each June 1 and December 1, commencing June 1, 2020, through final maturity of the Defeased Bonds on December 1, 2021.

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 necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that this ordinance must be immediately effective for the reason that DTC has requested that the outstanding amounts of these maturities remain in multiples of \$5,000.

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of ordinance No. ____ duly adopted by the City Council of City of North Royalton, Ohio on _____, 2020.

Clerk of Council
City of North Royalton, Ohio

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

Ayes: _____

Nays: _____

AMENDED AND RESTATED ESCROW AGREEMENT

between

CITY OF NORTH ROYALTON, OHIO

and

U.S. BANK NATIONAL ASSOCIATION
as Escrow Trustee

Dated

as of

January __, 2020

Relating to the Refunding and Defeasance of:

\$5,185,942 of
City of North Royalton, Ohio
\$7,435,000 Various Purpose General Obligation Bonds (Limited Tax), Series 2014, dated May 21, 2014;
including the following:

\$255,942 of the \$360,000 Serial Bond maturing on December 1, 2019
\$265,000 of the \$370,000 Serial Bond maturing on December 1, 2020
\$270,000 of the \$375,000 Serial Bond maturing on December 1, 2021
\$270,000 of the \$380,000 Serial Bond maturing on December 1, 2022
\$280,000 of the \$310,000 Serial Bond maturing on December 1, 2023
\$290,000 of the \$320,000 Serial Bond maturing on December 1, 2024
\$300,000 of the \$330,000 Serial Bond maturing on December 1, 2025
\$310,000 of the \$340,000 Serial Bond maturing on December 1, 2026
\$320,000 of the \$355,000 Serial Bond maturing on December 1, 2027
\$330,000 of the \$365,000 Serial Bond maturing on December 1, 2028
\$345,000 of the \$380,000 Serial Bond maturing on December 1, 2029
\$360,000 of the \$400,000 Serial Bond maturing on December 1, 2030
\$375,000 of the \$415,000 Serial Bond maturing on December 1, 2031
\$390,000 of the \$430,000 Serial Bond maturing on December 1, 2032
\$405,000 of the \$450,000 Serial Bond maturing on December 1, 2033
\$420,000 of the \$465,000 Serial Bond maturing on December 1, 2034

AMENDED AND RESTATED ESCROW AGREEMENT

This AMENDED AND RESTATED ESCROW AGREEMENT (the “Agreement”) is made as of January __, 2020, by and between the CITY OF NORTH ROYALTON, OHIO (the “City”), a political subdivision of, and duly organized and validly existing under the laws of, the State of Ohio, and U.S. BANK NATIONAL ASSOCIATION (the “Escrow Trustee”), a national banking association duly organized under the laws of the United States of America and authorized to exercise trust powers under the laws of the State of Ohio, in its capacity as escrow trustee hereunder as hereinafter defined;

WITNESSETH THAT:

WHEREAS, pursuant to an ordinance of City Council (the “Council”) of the City adopted on April 15, 2014 (the “Prior Ordinance”), the City authorized, sold and delivered its \$7,435,000 Various Purpose General Obligation Bonds (Limited Tax), Series 2014, dated May 21, 2014 (the “Prior Bonds”), of which \$6,045,000 in aggregate principal amount remains outstanding; and

WHEREAS, pursuant to the ordinance of the Council adopted on September 18, 2019, as amended on November 6, 2019 (together, the “2019 Ordinance”), the City has authorized the issuance of its \$5,350,000 Various Purpose Refunding Notes, Series 2019 (Federally Taxable), dated November 14, 2019 (the “Refunding Notes”), which are being issued for the purpose of (i) defeasing \$782,826 in aggregate principal amount of the Prior Bonds, including the following (the “2019 Defeased Bonds”):

\$255,942 of the \$360,000 Serial Bond maturing on December 1, 2019
\$260,942 of the \$370,000 Serial Bond maturing on December 1, 2020
\$265,942 of the \$375,000 Serial Bond maturing on December 1, 2021

and (ii) refunding \$4,395,000.00 in aggregate principal amount of the Prior Bonds, including the following (collectively, the “Refunded Bonds”):

\$270,000 of the \$380,000 Serial Bond maturing on December 1, 2022
\$280,000 of the \$310,000 Serial Bond maturing on December 1, 2023
\$290,000 of the \$320,000 Serial Bond maturing on December 1, 2024
\$300,000 of the \$330,000 Serial Bond maturing on December 1, 2025
\$310,000 of the \$340,000 Serial Bond maturing on December 1, 2026
\$320,000 of the \$355,000 Serial Bond maturing on December 1, 2027
\$330,000 of the \$365,000 Serial Bond maturing on December 1, 2028
\$345,000 of the \$380,000 Serial Bond maturing on December 1, 2029
\$360,000 of the \$400,000 Serial Bond maturing on December 1, 2030
\$375,000 of the \$415,000 Serial Bond maturing on December 1, 2031
\$390,000 of the \$430,000 Serial Bond maturing on December 1, 2032
\$405,000 of the \$450,000 Serial Bond maturing on December 1, 2033
\$420,000 of the \$465,000 Serial Bond maturing on December 1, 2034

WHEREAS, pursuant to the ordinance of the Council adopted on January __, 2020 (the “2020 Ordinance,” and together with the 2019 Ordinance, the “Ordinance”), Council authorized the partial defeasance of \$8,116.00 in aggregate principal amount of Prior Bonds, including the following (collectively, the “2020 Defeased Bonds”):

\$4,058 of the \$370,000 Serial Bond maturing on December 1, 2020
\$4,058 of the \$375,000 Serial Bond maturing on December 1, 2021

WHEREAS, it is the intent of this Agreement to provide for the application of the (a) City's 2019 Equity and the proceeds of the sale of the Refunding Notes in such manner as to cause (i) the Refunded Bonds to be deemed paid and discharged and to no longer be considered outstanding pursuant to the provisions of Ohio Revised Code ("Revised Code") Section 133.34(D) and (ii) the 2019 Defeased Bonds to be deemed paid and discharged and to no longer be considered outstanding (b) the City's 2020 Equity in such manner as to cause the 2020 Defeased Bonds to be deemed paid and discharged and to no longer be considered outstanding;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, and in order to provide for the payment and discharge of the Refunded Bonds, and to pay and discharge the Refunded Bonds, the parties hereto covenant, agree and bind themselves as follows:

Section 1. In accordance with the provisions of the Ordinance, the City shall establish with the Escrow Trustee, and orders that there be maintained in a deposit account (except when invested as hereinafter provided), trust funds to be designated "City of North Royalton, Ohio – 2014 Refunding Notes Escrow Fund" (the "2019 Escrow Fund") and "City of North Royalton, Ohio – 2014-1 Escrow Fund" (the "2020 Escrow Fund", and, together with the 2019 Escrow Fund, the "Escrow Fund"). The Escrow Fund shall be in the custody of the Escrow Trustee and (a) together with the earnings thereon and investments therein, shall be held in trust for the holders of the Refunded Bonds and shall be used and applied for, and irrevocably committed to, the payment of (i) interest and principal on the Refunded Bonds as such may be due and payable on each June 1 and December 1 commencing December 1, 2019 through December 1, 2021; (ii) principal on the Refunded Bonds that is due and payable on December 1, 2019 and December 1, 2020 and (iii) the redemption price of the Refunded Bonds, equal to 100% of the principal amount thereof, which Refunded Bonds will be optionally redeemed on their earliest optional redemption date, which is December 1, 2021 (the "Redemption Date"), all as provided in the Prior Ordinance and (b) together shall be held in trust for the holders of the Refunded Bonds and shall be used and applied for, and irrevocably committed to, the payment of: (i) interest on the Refunded Bonds that is due and payable on each June 1 and December 1, commencing June 1, 2020, through and including December 1, 2021, both inclusive; and (ii) principal of the Refunded Bonds which mature on each December 1, commencing December 1, 2020, through and including December 1, 2021, both inclusive.

The Escrow Trustee established two accounts within the 2019 Escrow Fund, to be designated the "Proceeds Account" and the "2019 Equity Account."

Section 2. The Escrow Trustee is hereby authorized and directed on behalf of the City to subscribe for the United States Treasury Obligations, State and Local Government Series provided for in 31 C.F.R. Part 344, which comprise the Securities (as such term is defined below).

The amount of \$5,449,096.32 of the proceeds of the Refunding Notes was delivered to the Escrow Trustee for deposit in the 2019 Escrow Fund. On November 14, 2019, the Escrow Trustee used \$5,449,096.00 of the proceeds of the Refunding Notes deposited into the 2019 Escrow Fund to purchase the aggregate principal amount of direct obligations of the United States of America identified in **Exhibit A** hereto (collectively, along with any direct obligations of the United States of America purchased with cash receipts derived from such obligations, the "Securities"). The Escrow Trustee shall hold \$0.32 of the proceeds of the Refunding Notes as cash in the 2019 Escrow Fund.

The amount of \$150,000.00 in cash was delivered by the City to the Escrow Trustee for deposit in the 2019 Equity Account of the 2019 Escrow Fund. On November 14, 2019, the Escrow Trustee used \$150,000.00 of such cash deposited into the 2019 Equity Account to purchase the aggregate principal amount of direct obligations of the United States of America identified in **Exhibit A** hereto (collectively, along with any direct obligations of the United States of America purchased with cash receipts derived

from such obligations, the “Equity Securities,” and together with the Proceeds Securities, the “Securities”). The Escrow Trustee shall hold \$0.00 as cash in the 2019 Equity Account.

The cash receipts derived from the Securities in the 2019 Escrow Fund were credited to such fund. The cash receipts derived from the Proceeds Securities were credited to the Proceeds Account, and the cash receipts derived from the Equity Securities were credited to the 2019 Equity Account.

Section 3. The City shall deliver the amount of \$8,400.00 the Escrow Trustee for deposit in the 2020 Escrow Fund, which amount shall be held as cash. The cash receipts derived from such amount shall be credited to the 2020 Escrow Fund.

Section 4. The City hereby finds and determines that (a) the Securities acquired pursuant to Section 2 of this Agreement are sufficient in yield and maturity date, and without further investment or reinvestment, (i) to provide for the payment in full of the principal of, and the premium and interest on, the Refunded Bonds as such becomes due through the Redemption Date in order to pay and discharge the Refunded Bonds pursuant to Revised Code Section 133.34(D)) to meet the applicable requirements of the regulations of the United States Treasury Department adopted pursuant to Section 148 of the Internal Revenue Code of 1986, as amended and (ii) the amounts deposited pursuant to Section 2 of this Agreement are sufficient without further investment or reinvestment, to provide for the payment in full of the principal of, and the premium and interest on, the Refunded Bonds as such becomes due, through their maturity date in order to pay and discharge the Refunded Bonds to meet the applicable requirements of the regulations of the United States Treasury Department adopted pursuant to Section 148 of the Internal Revenue Code of 1986, as amended. If at any time any moneys in the Escrow Fund shall not then be invested, the Escrow Trustee, at the written direction of a duly authorized officer of the City, shall invest such moneys in direct obligations of the United States of America; provided that any such investment shall: (i) mature on or prior to the date that such moneys will be needed, as evidenced by the certification of the independent public accounting firm (described in Section 5 of this Agreement and previously delivered to the Escrow Trustee), to pay the principal and redemption price of, and interest on, the Refunded Bonds on the scheduled dates specified on **Exhibit B** for such payment, and (ii) if such moneys are in the 2019 Equity Account, not bear interest in excess of the yield on the Refunding Notes (1.9896%), unless the Escrow Trustee shall first have received the written opinion of nationally recognized bond counsel to the effect that such higher rate shall not cause the interest on the Refunded Bonds to become includable in gross income for federal income tax purposes.

Section 5. Subject to the foregoing, the 2019 Escrow Fund, including all investments thereof and the income derived from such investments, shall be held by the Escrow Trustee in trust as provided for in Section 1 hereof. On each date set forth on **Exhibit B** attached hereto, the Escrow Trustee, shall pay from the 2019 Escrow Fund to The Depository Trust Company, New York, New York (“DTC”), the amounts set forth for each such date on **Exhibit B**, being the amount of principal, interest, and/or redemption price payable on each such date with respect to the Refunded Bonds. If any such date is not a business day, the payment due on such date shall be made on the next succeeding business day. Moneys in the 2019 Escrow Fund shall, and the Escrow Trustee agrees such moneys will, be used for the purpose as described above and the deposit of such moneys in the 2019 Escrow Fund shall be irrevocable. The Escrow Trustee further agrees that it will not surrender or otherwise attempt to redeem or otherwise negotiate the investments in the 2019 Escrow Fund except as they shall come due as shown on **Exhibit A** or when they become due on reinvestment pursuant to Section 3 hereof. Subject to the foregoing requirements for the use of the 2019 Escrow Fund and the moneys and investments therein and except as otherwise provided herein, the City covenants and agrees that the Escrow Trustee shall have full and complete control and authority over and with respect to the 2019 Escrow Fund and the moneys and investments therein.

Section 6. On each date set forth on **Exhibit C** attached hereto, the Escrow Trustee, shall pay from the 2020 Escrow Fund to The Depository Trust Company, New York, New York (“DTC”), the amounts set forth for each such date on **Exhibit C**, being the amount of principal and interest payable on each such date with respect to the 2020 Defeased Bonds. If any such date is not a business day, the payment due on such date shall be made on the next succeeding business day. Moneys in the Escrow Fund shall, and the Escrow Trustee agrees such moneys will, be used for the purpose as described above and the deposit of such moneys in the Escrow Fund shall be irrevocable. Except as otherwise provided herein, the School District covenants and agrees that the Escrow Trustee shall have full and complete control and authority over and with respect to the Escrow Fund and the moneys therein

Section 7. The Escrow Trustee acknowledges that it has received a report of Causey Demgen & Moore P.C., an independent public accounting firm of national reputation, certifying that the moneys and investments in the 2019 Escrow Fund are sufficient to satisfy the objectives of Sections 2 and 5 of this Agreement, which satisfies the independent certified public accountant requirements of Revised Code Section 133.34(D).

Section 8. The Paying Agent is hereby authorized and directed to send a notice of the refunding and defeasance of the Refunded Bonds and the Defeased Bonds and of the deposit in escrow of the direct obligations of the United States of America upon receipt of the funds specified in Sections 2 and 3 hereof. Such notice shall be submitted once to the Electronic Municipal Market Access (“EMMA”) system of the Municipal Securities Rulemaking Board not later than 10 days after such deposit.

Pursuant to the Prior Ordinance, the City hereby gives notice to the Paying Agent of its election to redeem the Refunded Bonds on the Redemption Date. The redemption price shall be payable on the presentation and surrender of the Refunded Bonds on the Redemption Date. The City’s election to so redeem the Refunded Bonds is irrevocable and the Paying Agent is irrevocably directed to timely give notice of such redemption in accordance with the terms of the Prior Ordinance.

The Paying Agent agrees to provide such redemption notice with respect to the Refunded Bonds in accordance with the Prior Ordinance and at least 30 days prior to the Redemption Date, including providing notice to the DTC and posting such notice on EMMA. The Paying Agent agrees to provide such notice with respect to the defeasance of the Defeased Bonds in accordance with the Prior Ordinance. The City agrees to pay all costs incurred by the Paying Agent in giving such notices and to provide all information to the Paying Agent necessary for providing such notices.

Section 9. The Escrow Trustee shall, from time to time at the direction of the Director of Finance of the City, substitute or exchange investments in the Escrow Fund for, or sell or redeem investments in the Escrow Fund and apply the proceeds therefrom to the purchase of, other direct obligations of, or obligations guaranteed by, the United States of America, which direct obligations shall be credited to the Escrow Fund; provided, however, that prior to such substitution, exchange, or sale and purchase, the Escrow Trustee shall have received: (i) an independent verification by a nationally recognized independent certified public accounting firm certifying to the Escrow Trustee that the money and investments that will be in the Escrow Fund immediately after such substitution, exchange, or sale and purchase, satisfy the requirements of Revised Code Section 133.34(D), and (ii) an opinion of nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force, adversely affect the exclusion of the interest on the Refunded Bonds from gross income for federal income tax purposes. Such direction may be accepted via facsimile or email. Notwithstanding the provision of Section 3 hereof, the Escrow Trustee is authorized to use any cash balances credited to the Escrow Fund to the extent necessary to accomplish such substitution, exchange or sale and purchase.

The Escrow Trustee shall, from time to time, at the direction of the City, transfer moneys or investments not needed for defeasance purposes resulting from such substitution, exchange or sale and purchase from the Escrow Fund to the City, which covenants it will spend such amount within 30 days of its receipt.

Section 10. The trust and fiduciary relationship created by this Agreement is irrevocable and intended for the benefit of the holders from time to time of the Refunded Bonds and the Defeased Bonds. The moneys realized from the amounts held and interest on and principal of the investments in the Escrow Fund are hereby dedicated to and pledged for the payment of the principal and redemption price of, and interest on, the Refunded Bonds and Defeased Bonds. Such moneys are subject to the lien of such pledge, which shall be valid and binding against all parties having claims of any kind against the City or the Escrow Trustee, and which pledge shall constitute a perfected security interest, and such moneys and investments shall be used for the purposes stated herein. The lien and security interest granted pursuant to this Agreement shall take effect on the date hereof without regard to the date of actual execution and delivery of this Agreement and shall remain in full force and effect until the terms of this Agreement have been applied as contemplated herein.

The Escrow Trustee shall not be liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without negligence. The Escrow Trustee shall have the right, but not the obligation, to consult with counsel of its choice and shall not be liable for action taken or omitted to be taken by it either in accordance with the advice of such counsel or in accordance with any opinion of counsel addressed and delivered to the Escrow Trustee. The Escrow Trustee shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees, and shall not be responsible for the misconduct or negligence of such agents, attorneys, custodians and nominees appointed by it with due care. The Escrow Trustee shall be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed by it to be genuine and to have been signed by the proper person or persons and shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from the City. None of the provisions contained in this Agreement shall require the Escrow Trustee to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 11. After the final payment to DTC on behalf of the Paying Agent of moneys sufficient to pay in full the principal and redemption price of, and the interest on, the Refunded Bonds and the Defeased Bonds due on the Redemption Date the Escrow Trustee shall transfer to the City any moneys remaining in the Escrow Fund. The City covenants and agrees to immediately deposit any such funds in the City's bond retirement fund and to use such funds to pay interest on the Refunding Notes due on November 1, 2021.

This Agreement shall terminate at such time as all moneys in the Escrow Fund have been paid out as herein provided. Such termination shall not terminate the City's rights or the Escrow Trustee's obligations under this Agreement.

Section 12. The Escrow Trustee hereby acknowledges and agrees that provision has been made for the payment of its ordinary fees and charges satisfactory to it, in its capacity as Escrow Trustee under this Agreement. If the Escrow Trustee is required by governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto, the Escrow Trustee shall promptly notify the City of same in writing. Payment for such extraordinary fees and expenses shall be made by the City only after said notice and upon City approval. The Escrow Trustee further acknowledges and agrees that it shall not have any lien whatsoever upon any of the cash or Securities in the Escrow Fund for the payment of such fees and expenses.

Section 13. The Escrow Trustee, upon not less than 60 days' written notice to the City, may at any time resign and be discharged from the duties and obligations hereby created, in which event any unearned fees and charges previously paid to it shall be paid to the City.

In the event the Escrow Trustee hereunder shall resign or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Trustee shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor Escrow Trustee may be appointed by the City.

In the event that no appointment of a successor Escrow Trustee or a temporary successor Escrow Trustee shall have been made pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Escrow Trustee has been given to the City, the holder of any of the Refunded Bonds and Defeased Bonds or any retiring Escrow Trustee may apply to any court of competent jurisdiction for the appointment of a successor Escrow Trustee, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Trustee.

Every successor Escrow Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Escrow Trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor. However, such predecessor Escrow Trustee shall, nevertheless, at the written request of such successor Escrow Trustee or the City, execute, acknowledge and deliver an instrument transferring to such successor Escrow Trustee all the estates, properties, rights, powers and trust of such predecessor Escrow Trustee hereunder, and every predecessor Escrow Trustee shall deliver all securities and monies held by it to its successor. Should any transfer, assignment or instrument in writing from the City be required by any successor Escrow Trustee for more fully and certainly vesting in such successor Escrow Trustee the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Trustee, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the City, as the case may be.

Any corporation or association into which the Escrow Trustee, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business, or any corporation or association resulting from any merger, conversion, consolidation, sale, other transfer, or tax-free reorganization to which the Escrow Trustee or any successor to it shall be a party shall, if satisfactory to the City, be the successor Escrow Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 14. The duties and obligations of the Escrow Trustee shall be determined solely by the express provisions of this Agreement as the same may be amended, from time to time, with the consent of the parties to this Agreement. The Escrow Trustee may rely, and shall be protected in acting, upon any notice, consent, certificate or other instrument, agreement or document believed by it to be genuine and to have been signed or presented by the proper person or persons.

Section 15. This Agreement shall not be amended, supplemented or modified except by an instrument in writing executed by the City and the Escrow Trustee.

Section 16. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Ohio without regard to conflict of laws principles.

Section 17. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 18. This Agreement shall inure to the benefit of and shall be binding upon the City, the Escrow Trustee, the Paying Agent, the holders of the Refunded Bonds and Defeased Bonds, and their respective successors and assigns, all subject to the provisions of this Agreement.

Section 19. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Escrow Trustee, have caused this Agreement to be executed in their respective names and capacities by their duly authorized officers, all as of the day and the year first written above.

CITY OF NORTH ROYALTON, OHIO
as City

By: _____
Director of Finance

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Trustee

By: _____
Vice President

SECTION 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Director of Finance of the City of North Royalton, Ohio (the "City"), hereby certifies in connection with the Amended and Restated Escrow Agreement (the "Agreement"), dated January __, 2020, between the City and U.S. Bank National Association, that:

The amount required to meet the contract, obligation, or expenditure for the attached Agreement during the current fiscal year has been lawfully appropriated for that purpose and is in the treasury or in process of collection to the credit of the General Fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand on January __, 2020.

CITY OF NORTH ROYALTON, OHIO

By: _____
Director of Finance

EXHIBIT A**SECURITIES**

The following United States Treasury Obligations, State and Local Government Series will be purchased with the proceeds of the Refunding Notes deposited in the Escrow Fund (the “Proceeds Securities”):

Description	Principal Amount	Interest Rate	Maturity Date
Certificate	\$195,235		12/01/2019
Certificate	42,218	1.620	06/01/2020
Note	307,470	1.570	12/01/2020
Note	46,333	1.580	06/01/2021
Note	4,707,640	1.590	12/01/2021

The following United States Treasury Obligations, State and Local Government Series, will be purchased with the cash deposited by the City in the 2019 Equity Account of the Escrow Fund (the “Equity Securities”):

2019 Equity Account

Description	Principal Amount	Interest Rate	Maturity Date
Certificate	\$150,000		12/01/2019

EXHIBIT B

**AMOUNTS TO BE PAID FROM THE 2014 ESCROW FUND
TO DTC ON BEHALF OF THE PAYING AGENT**

Date	Amount
12/01/2019	\$345,235.12
06/01/2020	86,733.70
12/01/2020	347,675.70
06/01/2021	84,124.28
12/01/2021	4,745,066.28

EXHIBIT C

2020 Escrow Fund

\$8,400.08 will be held in cash in the 2020 Escrow Fund and used to make the following payments to DTC related to the 2020 Defeased Bonds:

Period Ending	Principal	Interest	Total
06/01/2020		91.31	91.31
12/01/2020	4,058.00	91.31	4,149.31
06/01/2021		50.73	50.73
12/01/2021	4,058.00	50.73	4,108.73
	8,116.00	284.08	8,400.08

ORDINANCE NO. 20-20

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE CEDAR ESTATES BASIN IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY

WHEREAS: Northeast Ohio Regional Sewer District (NEORS) adopted Resolution 114-13 authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with member communities; and

WHEREAS: The purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS: The Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS: The District supports the Community Cost-Share State Road Storm Sewers project (the "Project") as a Community Cost-Share project proposed by the City; and

WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order to participate in this program; and

WHEREAS: Council desires to provide for this authorization.

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

Section 1. The Mayor is hereby authorized to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District for the Cedar Estates Basin Improvements project pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit 1 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 enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District.

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:

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and the City of North Royalton (City), acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20__ (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Cedar Estates Basin Improvements project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

1.1 The City agrees to perform as follows:

1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)

1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.

1.1.3 Notify the City’s Watershed Team Leader at least 7 business days prior to the start of the Project.

1.1.4 Meet with District staff when requested to review the Project status.

1.1.5 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City’s Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.

1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District’s Obligations

- 2.1 The District agrees to perform as follows:
 - 2.1.1. Allocate \$40,868.00 to the City for the Project from the City’s Community Cost-Share Account.
 - 2.1.2. Provide reimbursement of funds up to \$40,868.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

- 3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	Mark A. Schmitzer, P.E. City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mark A. Schmitzer, P.E. City Engineer

- 3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

- 4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Article 5 **Counterpart Signatures**

5.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

7.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

8.01 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

- Exhibit "A" – District Resolution
- Exhibit "B" – City Ordinance/Resolution
- Exhibit "C" – District-Approved Community Cost Share Application

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON

By: _____

Title: _____

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF NORTH ROYALTON

Thomas A. Kelly
Director of Law

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE PROJECT:
CEDAR ESTATES BASIN IMPROVEMENTS

Total Approximate Cost: \$40,868.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

