

June 2020

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

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

July 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4 <i>JULY 4TH</i> 
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	21 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY AND SPECIAL R&O 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
JUNE 16, 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: June 2, 2020
 - b. Motion to authorize Kelly Tesar to act as Council's designee for the purpose of attending the required three-hour training sessions to be held by the Ohio Attorney General's Office for public records training under the requirements of House Bill 9.
 - c. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	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. **20-79 - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE BID OF TRANSPORT SERVICES INC. AND THERRIEN PROPERTIES FOR THE PURCHASE OF CERTAIN REAL PROPERTY KNOWN AS PPN 483-23-011 PURSUANT TO OHIO REVISED CODE CHAPTER 721 AND ORDINANCE 20-46 FOR THE SUM OF \$350,000, AND DECLARING AN EMERGENCY. First reading May 5, 2020. Second reading May 19, 2020.**

FIRST READING CONSIDERATION

- * 1. **20-83 - A RESOLUTION IN SUPPORT OF OHIO H.B. 669 WHICH EXPANDS THE AUTHORITY FOR SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION, AND DECLARING AN EMERGENCY.**

- * 2. **20-84** – A RESOLUTION ADOPTING THE DOCUMENT CONTAINING THE ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF NORTH ROYALTON FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021, AND SUBMITTING THE SAME TO THE AUDITOR OF CUYAHOGA COUNTY, OHIO, AND DECLARING AN EMERGENCY.
- 3. **20-85** - A RESOLUTION AFFIRMING THAT FUNDS FROM THE CORONAVIRUS RELIEF DISTRIBUTION FUND WILL BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF NORTH ROYALTON, OHIO CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C 601 (D), AND ANY APPLICABLE REGULATIONS AS IS NECESSARY PURSUANT TO H.B. 481 BEFORE RECEIVING SAID FUNDS, AND DECLARING AN EMERGENCY
- 4. **20-86** - AN ORDINANCE ESTABLISHING A LOCAL CORONAVIRUS RELIEF FUND, AND DECLARING AN EMERGENCY.
- 5. **20-87** - AN ORDINANCE GRANTING THE MAYOR AND FINANCE DIRECTOR AUTHORITY TO AGREE TO AND APPROVE CERTAIN CONTRACT CHANGES (CHANGE ORDER #1) RELATING TO THE WORK PERFORMED BY GRUNWELL-CASHERO CO., FOR THE NORTH ROYALTON CEMETERY RECEIVING VAULT REPAIRS, AND DECLARING AN EMERGENCY.
- 6. **20-88** - AN ORDINANCE ACCEPTING A STORM SEWER FACILITIES EASEMENT AGREEMENT FOR PPN 482-31-060 FROM TRADITIONS' AT ROYALTON PLACE, LLC, AND DECLARING AN EMERGENCY.
- 7. **20-89** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND FRATERNAL ORDER OF POLICE, LODGE #15, AND DECLARING AN EMERGENCY.
- 8. **20-90** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND THE CITY OF PARMA, OHIO FOR PRISONER HOUSING SERVICES, AND DECLARING AN EMERGENCY.
- 13. Miscellaneous.
- 14. Adjournment.

RESOLUTION NO. 20-83

INTRODUCED BY: Marnecheck, Fenos, Barath, Langshaw
Dietrich, Weimer, Wos, Mayor Antoskiewicz

A RESOLUTION IN SUPPORT OF OHIO H.B. 669 WHICH EXPANDS THE AUTHORITY
FOR SALE OF ALCOHOLIC BVERAGES FOR ON-PREMISES CONSUMPTION, AND
DECLARING AN EMERGENCY

- WHEREAS: Ohio H.B. 669 would expand authority for a liquor permit holder to sell alcoholic beverages by the individual drink for on-premises consumption; and
- WHEREAS: It is proposed that sales and consumption of alcoholic beverages would be allowed in areas of the permit holder’s property where sales are not currently authorized including outdoor on the adjacent parking area; and
- WHEREAS: Sales and consumption would also be allowed on outdoor areas of public property immediately adjacent to the permit holder’s premises subject to written consent from the local government; and
- WHEREAS: Sales and consumption would also be allowed on outdoor areas of private property immediately adjacent to the retail permit holder’s premises with the written consent of the owner of the private property; and
- WHEREAS: Council adopted Ordinance 20-81 to authorize outdoor patio dining areas on May 19, 2020 with the intention of assisting local businesses during the COVID-19 emergency; and
- WHEREAS: North Royalton businesses that could be helped by Ordinance 20-81 are still hampered by state regulations regarding the definition of premises and sales for liquor permits; and
- WHEREAS: It is the desire of Council to encourage the legislature to adopt and the Governor to sign Ohio H.B. 669.

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

- Section 1. The Council of the City of North Royalton fully endorses the adoption of Ohio H.B. 669 to expand liquor sales and consumption to assist all taverns and restaurants during this pandemic.
- Section 2. The Director of Legislative Services shall send a copy of this Resolution to the Governor and the President of the Ohio Senate the Speaker of the Ohio House of Representatives, State Senator Matt Dolan and Ohio Representative Tom Patton.
- 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.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 20-84

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

A RESOLUTION ADOPTING THE DOCUMENT CONTAINING THE ALTERNATIVE TAX
BUDGET INFORMATION FOR THE CITY OF NORTH ROYALTON FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2021, AND SUBMITTING THE SAME TO THE AUDITOR OF
CUYAHOGA COUNTY, OHIO, AND DECLARING AN EMERGENCY

WHEREAS: Pursuant to Ohio Revised Code Section 5705.281, the Cuyahoga County Budget Commission has waived the requirement that the City of North Royalton adopt a tax budget as provided under Ohio Revised Code Section 5705.28, and has required the City of North Royalton to provide Alternative Tax Budget Information in order for the Commission to perform its duties under law; and

WHEREAS: The Director of Finance has prepared the Alternative Tax Budget Information for the City of North Royalton, Ohio for the fiscal year beginning January 1, 2021 including a Division of Taxes Levied, Statement of Fund Activity, Unvoted General Obligation Debt, and Voted Debt Outside the 10 Mill Limit; all of which will be submitted to the Auditor of Cuyahoga County.

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

Section 1. The Alternative Tax Budget Information of the City of North Royalton for the fiscal year 2020 has been prepared and submitted to Council, and the same is adopted and confirmed as the Alternative Tax Budget Information of the City of North Royalton for the fiscal year beginning January 1, 2021, a copy of said Alternative Tax Budget is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

Section 2. The Director of Finance is hereby authorized and directed to forward a copy of the said Alternative Tax Budget Information and a copy of this Resolution to the Auditor of Cuyahoga County, Ohio.

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 file the Alternative Tax Budget Information with the County Fiscal Officer on or before the 20th day of July according to law.

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:

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit **City of North Royalton**_____

For the Fiscal Year Commencing **January 1, 2021**_____

Fiscal Officer Signature_____Date _____

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)
(List All Levies Of The Taxing Authority)

CITY OF NORTH ROYALTON

SCHEDULE 1

[illegible]

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

CITY OF NORTH ROYALTON

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Gov't Revenue	IV Other Sources Receipts	V Total Resources Available For Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
#101 General Fund	2,000,000.00	1,780,000.00	14,000,000.00	17,780,000.00	17,500,000.00	280,000.00
#321 General Bond Retirement Fund	40,000.00	410,000.00	1,600,000.00	2,050,000.00	2,000,000.00	50,000.00
#209 EMS Levy Fund	20,000.00	1,480,000.00	1,500,000.00	3,000,000.00	3,000,000.00	0.00
#215 Police Levy Fund	200,000.00	1,715,000.00		1,915,000.00	1,800,000.00	115,000.00
#216 Fire Levy Fund	10,000.00	1,050,000.00	50,000.00	1,110,000.00	1,100,000.00	10,000.00
#261 Police Pension Fund	30,000.00	305,000.00	325,000.00	660,000.00	660,000.00	0.00
#262 Fire Pension Fund	30,000.00	305,000.00	415,000.00	750,000.00	750,000.00	0.00
DARE Fund	0.00			0.00		0.00
COPS Grant Fund	0.00			0.00		0.00
#205 Enforcement & Education Fund	30,000.00		10,000.00	40,000.00	30,000.00	10,000.00
#206 Drug Law Enforcement Fund	20,000.00			20,000.00	8,500.00	11,500.00
#207 Police Facility Fund	30,000.00		200,000.00	230,000.00	220,000.00	10,000.00
#208 Law Enforcement Trust Fund	120,000.00		1,500.00	121,500.00	50,000.00	71,500.00
#210 Motor Vehicle License Tax Fund	20,000.00		240,000.00	260,000.00	245,000.00	15,000.00

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

CITY OF NORTH ROYALTON

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Gov't Revenue	IV Other Sources Receipts	V Total Resources Available For Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
#211 SCMR Fund	270,000.00		5,100,000.00	5,370,000.00	5,100,000.00	270,000.00
#212 State Highway Fund	200,000.00		105,000.00	305,000.00	125,000.00	180,000.00
#213 City Income Tax Fund	5,000.00		500,000.00	505,000.00	500,000.00	5,000.00
#217 Recycling Grant Fund	5,000.00		3,000.00	8,000.00	3,000.00	5,000.00
#219 Office on Aging Fund	90,000.00		175,000.00	265,000.00	180,000.00	85,000.00
#221 NOPEC Grant Fund	1,000.00		100,000.00	101,000.00	100,000.00	1,000.00
#236 Court Computer Services Fund	20,000.00			20,000.00	10,000.00	10,000.00
#237 Community Diversion Fund	15,000.00		5,000.00	20,000.00	15,000.00	5,000.00
#238 Cemetery Maintenance & Improvement Fund	30,000.00		500.00	30,500.00	10,000.00	20,500.00
#239 Enterprise Zone Fund	500.00		18,000.00	18,500.00	18,000.00	500.00
#249 YMCA Special Revenue Fund	5,000.00		300,000.00	305,000.00	300,000.00	5,000.00
#260 Compensated Absences Fund	250,000.00		150,000.00	400,000.00	200,000.00	200,000.00
#341 Special Assessment Bond Retirement Fund	150,000.00		100,000.00	250,000.00	100,000.00	150,000.00
#430 Service Capital Reserve Fund	10,000.00		67,000.00	77,000.00	67,000.00	10,000.00

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

CITY OF NORTH ROYALTON

SCHEDULE 2

I	II	III	IV	V	VI	VII
Fund BY Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Gov't Revenue	Other Sources Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures & Encumbrances	Ending Estimated Unencumbered Balance
#431 Recreation Capital Improvement Fund	400,000.00		0.00	400,000.00	100,000.00	300,000.00
#432 Future Capital Improvement Fund	850,000.00		200,000.00	1,050,000.00	200,000.00	850,000.00
#433 Storm Sewer Drainage Fund	1,000.00		100,000.00	101,000.00	100,000.00	1,000.00
#434 Fire Capital Improvement Fund	20,000.00		500,000.00	520,000.00	500,000.00	20,000.00
#435 Route 82 Widening Fund	7,800.00		0.00	7,800.00	7,800.00	0.00
#437 YMCA Capital Reserve Fund	80,000.00		50,000.00	130,000.00	50,000.00	80,000.00
#442 Issue 1 - Bennett Road	6,800.00		0.00	6,800.00	0.00	6,800.00
#443 Edgerton Road Waterline Fund	0.00		0.00	0.00	0.00	0.00
#444 Excessive Load Fund	50,000.00		1,000.00	51,000.00	0.00	51,000.00
#445 Water Main Fund	10,000.00		0.00	10,000.00		10,000.00
#448 York Road Sewer Improvement Fund	46.52		0.00	46.52		46.52
#451 Issue 1 Sprague Rd.	85,000.00		6,000.00	91,000.00	23,200.00	67,800.00
#463 Energy Conservation CP Fund	0.00		0.00	0.00	0.00	0.00
#465 Traditions at Royalton TIF	0.00		200,000.00	200,000.00	200,000.00	0.00

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

CITY OF NORTH ROYALTON

SCHEDULE 2

I	II	III	IV	V	VI	VII
Fund BY Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Gov't Revenue	Other Sources Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures & Encumbrances	Ending Estimated Unencumbered Balance
#551 Wastewater Treatment Fund	4,000,000.00		4,400,000.00	8,400,000.00	4,500,000.00	3,900,000.00
#552 Wastewater Maintenance Fund	35,000.00		2,200,000.00	2,235,000.00	2,200,000.00	35,000.00
#553 Wastewater Debt Service Fund	1,500,000.00		285,000.00	1,785,000.00	285,000.00	1,500,000.00
#555 Wastewater Repair & Replacement Fund	1,500,000.00		500,000.00	2,000,000.00	800,000.00	1,200,000.00
#710 Ohio Benefit Cooperative Fund	2,000,000.00		0.00	2,000,000.00	0.00	2,000,000.00
#763 Improvement Holding Fund	300,000.00		10,000.00	310,000.00	10,000.00	300,000.00
#764 OBBS Fund	5,000.00		10,000.00	15,000.00	10,000.00	5,000.00
#766 Building Construction Bond Fund	100,000.00		50,000.00	150,000.00	50,000.00	100,000.00
#768 Office on Aging Trust Fund	5,000.00		1,000.00	6,000.00	1,000.00	5,000.00
#769 Unclaimed Funds	5,000.00			5,000.00		5,000.00

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)

(Do Not Include General Obligation Debt Being Paid By Other Sources)

(Do Not Include Special Obligation Bonds & Revenue Bonds)

CITY OF NORTH ROYALTON

SCHEDULE 3

I Purpose Of Bonds Or Notes	II Date Of Issue	III Final Maturity Date	IV Principal Amount Outstanding At The Beginning Of The Calendar Year	V Amount Required To Meet Calendar Year Principal & Interest Payments	VI Amount Receivable From Other Sources To Meet Debt Payments
Industrial Prk, Phase 2	2003	12/1/2023	\$260,000.00	\$86,730.00	\$0.00
Street & Storm Sewer Bonds	2012	12/1/2026	\$3,020,000.00	\$457,300.00	\$134,030.00
Various Purpose Refunding Bonds	2014	12/1/2025	\$1,185,000.00	\$247,847.50	\$247,847.50
YMCA Bonds (Unrefunded)	2014	12/1/2035	\$654,000.00	\$130,884.46	\$130,884.46
Various Purpose/Refunding Bonds	2015	12/1/2035	\$6,585,000.00	\$756,575.00	\$756,575.00
GO Energy Conservation Improvement Bonds	2019	12/1/2034	\$2,751,000.00	\$239,102.30	\$239,102.30
Totals			\$14,455,000.00	\$1,918,439.26	\$1,508,439.26

VOTED DEBT OUTSIDE 10 MILL LIMIT

(Bonds Or Notes Must Actually Be Issued In Order To Commence Collection Of Property Taxes For Debt Service)

SCHEDULE 4

[illegible]

RESOLUTION NO. 20-85

INTRODUCED BY: Marnecheck, Fenos, Barath, Langshaw,
Dietrich, Weimer, Wos, Mayor Antoskiewicz

A RESOLUTION AFFIRMING THAT FUNDS FROM THE CORONAVIRUS RELIEF DISTRIBUTION FUND WILL BE EXPENDED ONLY TO COVER COSTS OF THE CITY OF NORTH ROYALTON, OHIO CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C 601 (D), AND ANY APPLICABLE REGULATIONS AS IS NECESSARY PURSUANT TO H.B. 481 BEFORE RECEIVING SAID FUNDS, AND DECLARING AN EMERGENCY

WHEREAS: The Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS: The Ohio General Assembly established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” in Senate Bill 310 of the 133rd General Assembly (S.B. 310); and

WHEREAS: S.B. 310 requires subdivisions receiving funds under Section 1 of the act, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

WHEREAS: The City of North Royalton is requesting its share of funds from the County Coronavirus Relief Distribution Fund.

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

Section 1. The Council of the City of North Royalton affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to S.B. 310, now H.B. 481 be expended only to cover costs of the city consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d).

Section 2. Any applicable regulations and guidance only to cover expenses that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) were not accounted for in the City of North Royalton most recently approved budget as of March 27, 2020 and incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Section 3. In compliance with S.B. 310, now H.B. 481 be it resolved by the Council of the City of North Royalton that the Finance Director take all necessary action to on or before October 15, 2020, pay any unencumbered balance of money in the city’s Local Ccoronavirus Relief Fund to the County Treasurer.

Section 4. On or before December 28, 2020, pay the balance of any money in the city’s Local Coronavirus Relief Fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management.

Section 5. Provide any information related to any payments received under S.B. 310, now H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

Section 6. The Director of Legislative Services is directed to file a certified copy of this Resolution with the Ohio Office of Budget and Management’s (OBM) and the County Auditor.

Section 7. 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 8. 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 so that the City of North Royalton can begin receiving COVID-19 reimbursements as soon as possible.

Resolution No. 20-85

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. 20-86

INTRODUCED BY: Marnecheck, Barath, Wos
Co-Sponsor: Langshaw

AN ORDINANCE ESTABLISHING A LOCAL CORONAVIRUS RELIEF FUND,
AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton applied for funds from the Coronavirus Aid, Relief, and Economic Security Act on Resolution No. 20-85; and

WHEREAS: All funds received from the County Coronavirus Relief Distribution Fund pursuant to S.B. 310, now H.B. 481 be expended only to cover the costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601 (d); and

WHEREAS: The City of North Royalton wishes to track all funds received and expenditures made from the coronavirus aid to ensure compliance with the restrictions on said funds.

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

Section 1. Council hereby directs the Director of Finance to create a fund in the financial records of the City of North Royalton as set forth below to account for payments received and expenditures used to benefit the designated parcel as required by the by-laws of the entity and the best practices of the Ohio State Auditor:

FUND 252 LOCAL CORONAVIRUS RELIEF FUND

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to create a fund within the financial records of the City of North Royalton to account for all activity for the Local Coronavirus Relief Fund as required by the by-laws of the entity and the best practices of the Ohio State Auditor.

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. 20-87

INTRODUCED BY: Barath, Fenos, Langshaw
Co-Sponsor: Marnecheck

AN ORDINANCE GRANTING THE MAYOR AND FINANCE DIRECTOR AUTHORITY TO AGREE TO AND APPROVE CERTAIN CONTRACT CHANGES (CHANGE ORDER #1) RELATING TO THE WORK PERFORMED BY GRUNWELL-CASHERO CO., FOR THE NORTH ROYALTON CEMETERY RECEIVING VAULT REPAIRS, AND DECLARING AN EMERGENCY

WHEREAS: A contract was executed by and between the City of North Royalton and Grunwell-Cashero Co. for the North Royalton Cemetery receiving vault repairs; and

WHEREAS: It has become necessary to amend certain items of this contract due to various previously unforeseen change conditions; and

WHEREAS: Council desires to amend certain work provided pursuant to said contract thereby adjusting the amended contract price in accordance with Change Order #1.

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 and the Finance Director, on behalf of the City of North Royalton, are hereby authorized to approve the contract changes relating to the work performed by Grunwell-Cashero Co. for the North Royalton Cemetery receiving vault repairs.

Section 2. The total cost of the amended item(s) shall be \$34,000.00 for a new contract amount of \$95,600.00 as outlined in Exhibit A attached hereto and incorporated herein as if fully rewritten.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary that this Change Order be approved in order to assure that all changes to this contract are properly recorded to insure accurate record keeping for this project.

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:

Grunwell-Cashero Co.

Building Restoration Since 1953 gcbuildingrestoration.com
Office: 216.432.1488 Fax: 216.432.1498



4901 Payne Avenue
Cleveland, OH 44103

June 2, 2020

Perspectus Historic Architecture

Attention: Alice Sloan

Re: North Royalton Cemetery - Request for Change #1

Dear Mrs. Sloan:

Per our discussion, site visit, 5-21-20 Field Observation Report and 6-2-20 email the Grunwell-Cashero Company would like to provide you with a proposal for the following scopes of work:

Rigging, Lifting and Setting of 5 Monument/Markers

1. Provide 30 ton Crane, Crane Operator, rigging materials, rigging worker and signal person
 - a. Lift each marker and place onto temporary dunnage created by Grunwell-Cashero and stabilize in place
 - i. Grunwell-Cashero will provide cribbing and creation of support skeleton will be needed for the markers prior to lifting
 - b. Allow for Cemetery/City employees to create new level, support base
 - c. Return with Crane, equipment and workers to lift and reset 5 marker/monument onto new bases
 - d. Pin together multi stacked markers and repair up to 5 LF of cracks in existing with epoxy and repair pins
 - i. Scope includes up to 4 separate crane and rigging days
 1. Two lifting days and 2 setting days will be needed

COST\$14,875.00

Holding Vault Entrance and Door Repairs

1. Lift and reset stone entrance pad onto new 30" deep crushed limestone base.
2. Remove and replace deteriorated mortar under threshold stone and replace with new as deep as possible.
3. Remove 2 large steel doors and 2 large steel grate doors
 - a. Create temporary wooden doors and install lock
 - b. Take steel doors and grates off-site
 - i. Remove approx 7" from the bottom on solid doors and splice new steel to solid members
 - ii. Media blast all steel to remove loose paint and corrosion
 - iii. Repair one (1) broken hinge, lubricate, straighten and make operable all mechanical hardware
 - iv. Recreate locking hole in threshold to meet new drop-bar location
 - v. Apply epoxy primer, urethane intermediate coat and floropolymer top coat to all steel
 1. Color to be chosen by others – paint system can be altered if requested
 2. Lead paint abatement is not included
 - c. Remove 2 lower jamb stones and create new sandstone pieces to meet stones above.
 - i. Create notches to receive new door hinge locations
 - ii. Shop drawings, measuring, patching to meet existing pieces is included
 - iii. Shoring of remaining arched entry jamb stones and adjacent pieces is included
 1. Repair and blending of new pieces into existing adjacent pieces is included
 - a. Only 2 new stone pieces will be created. All existing jamb pieces will be repaired to attach restored door hinges
 - d. Remove temporary wood doors and install repaired/restored steel doors and grates

COST.....\$19,125.00

Notes: Engineering and testing not included. Abatement of hazardous materials is not included

Thank you for allowing the Grunwell-Cashero Company to provide you with this proposal. Please feel free to contact us with any questions
Sincerely,



Frank A. Caspio – Vice President, Grunwell-Cashero Company

CLEVELAND • DETROIT • TOLEDO
(HEADQUARTERS)

ORDINANCE NO. 20-88

INTRODUCED BY: Wos, Dietrich, Weimer
Co-Sponsor: Marnecheck

AN ORDINANCE ACCEPTING A STORM SEWER FACILITIES EASEMENT AGREEMENT
FOR PPN 482-31-060 FROM TRADITIONS’ AT ROYALTON PLACE, LLC,
AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton asked the Traditions' at Royalton Place LLC to enlarge their detention basin to create greater capacity to alleviate local flooding, which they have done; and
- WHEREAS: The parties have agreed upon a formula to share the burden of maintaining the basin for the benefit of both parties and downstream properties; and
- WHEREAS: Traditions’ at Royalton Place, LLC has granted the City of North Royalton a storm water facilities easement for PPN 482-31-060; and
- WHEREAS: Council desires to accept said easement and authorizes the Mayor to execute said agreement.

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 accepts a storm water facilities easement and to authorize the Mayor to execute said agreement for PPN 482-31-060 from Traditions’ at Royalton Place, LLC for; a copy of which is attached hereto and marked as Exhibit A.

Section 2. The Law Department shall take all steps necessary to record the easement at city expense.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept a storm water facilities easement and to authorize the Mayor to execute said agreement for PPN 482-31-060 from Traditions’ at Royalton Place, LLC.

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:

STORMWATER FACILITIES EASEMENT

This **STORMWATER FACILITIES EASEMENT** (“Easement”) is made by and between TRADITIONS AT ROYALTON PLACE, LLC, 14300 Ridge Road, Suite 100, North Royalton, Ohio 44133 (“Grantor”), and THE CITY OF NORTH ROYALTON, a chartered municipal corporation, 14600 State Rd, North Royalton, Ohio 44133 (“Grantee”).

WHEREAS, Grantor is the fee owner of certain real estate located in the City of North Royalton, Cuyahoga County, Ohio, more particularly identified, described, and depicted in **Exhibit A** attached hereto (the “Property”); and

WHEREAS, Grantor has improved the Property with stormwater management facilities consisting of: (a) a regional detention facility (the “Regional Detention Basin”), (b) underground storm sewers connecting to the Regional Detention Basin, and (c) above- and below-ground appurtenant stormwater structures incidental to improvements (collectively, “Regional Sewer Facility”) on that portion of the Property more particularly identified, described and depicted in **Exhibit B** attached hereto (the “Easement Areas”), providing regional flood control for a drainage area of approximately 129.6 acres, such that it benefits the general public within the City of North Royalton, Ohio;

WHEREAS, a stormwater management facility located on property adjacent to the Property commonly known as the “Woodcroft Glen Relocated Stormwater Management Facility (the “Woodcroft Glen SMF”) provides required peak runoff control and water quality treatment for its 3.05 acre drainage area;

WHEREAS, the Woodcroft Glen SMF includes an outlet pipe that discharges to the Regional Sewer Facility (the “Woodcroft Permitted Discharge”), but the Regional Sewer Facility was not designed to provide any peak runoff control or water quality treatment for the drainage area served by the Woodcroft Glen SMF and the sedimentation impact of the Woodcroft Glen SMF discharge flows into the Regional Sewer Facility are anticipated to be negligible;

WHEREAS, Grantor and Grantee desire to establish, on the terms set forth in this Easement, a perpetual easement under, over, along, upon, and across the Easement Areas to permit Grantee to use the Regional Sewer Facility pursuant to which Grantee will have the sole responsibility to maintain, repair, and reconstruct the Regional Sewer Facility at Grantee’s cost and expense and at no cost or expense to Grantor except as may otherwise be provided hereunder;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and Grantee accepts a perpetual and non-exclusive permanent easement (the "Easement") on, over, under, and across the Easement Area, for the purpose of, using the Regional Sewer Facility to the extent that the capacity of such Regional Sewer Facility is in excess of that needed by Grantor, and for the purpose of maintaining, repairing, and reconstructing the Regional Sewer Facility. Grantee may do and perform all acts necessary to fulfill its obligations in accordance with, and the purpose of, this Easement. This Easement is a permanent easement.

2. Grantee's Covenants and Agreements. In consideration of the above grant, the Grantee covenants and agrees as follows:

A. Grantee shall make all repairs and replacements, and perform all maintenance, required to keep the Regional Sewer Facility in in good condition, repair and working order, in accordance with all applicable laws, ordinances, statutes, rules, regulations and orders of all governmental and quasi-governmental bodies, agencies and authorities. All such maintenance, repair and replacements shall be performed at Grantee's sole cost and expense; provided, however, that Grantor shall reimburse Grantee twenty-five percent (25%) of such cost and expense in the event that (i) the cost of such maintenance, repair or replacement exceeds Five Thousand Dollars (\$5,000.00), (ii) such maintenance, repair or replacement was performed pursuant to a written contract with a third party unaffiliated with Grantee, and (iii) Grantor was provided with a copy of such contract at least fourteen (14) days prior to its execution by Grantee or, (iv) within such fourteen (14) day period, Grantor did not disapprove such contract.

B. When the Regional Sewer Facility, or any components thereof, are being replaced or when maintenance or repairs thereof are undertaken, the person or entity doing such work shall make adequate provisions for the protection of persons and property.

C. That Grantee will perform all necessary work with due diligence and without unnecessary delay after beginning the same.

D. That Grantee will add Grantor as an additional insured to its comprehensive general liability insurance policy so as to insure Grantor, its employees, agents, contractors, partners, successors, heirs and assigns, from and against any and all damages, losses, liabilities, claims, costs and expenses, including reasonable attorneys' fees, as a result of any death, bodily injury, damage to property arising out of the Easement Area which arise as a direct result of Grantee's negligence or the use, maintenance, repair or reconstruction of the Regional Sewer Facility which arise as a direct result of Grantee's sole negligence.

E. Following any work on the Easement Area by Grantee, Grantee shall restore the surface of the Easement Area and any land adjacent thereto damaged by Grantee to the condition immediately preceding the commencement of such work by Grantee. In addition, Grantee shall repair or replace (if necessary) any fences, roads, driveways, walks, trees, shrubbery,

grass, landscaping and other improvements damaged by Grantee and located on the Easement Area or any other adjacent land necessitated as a result of the exercise of the rights of the Grantee herein.

F. Any contractor working on the Easement Area shall at all times maintain comprehensive public and contractor's liability insurance (with automobile coverage) with single limits of not less than Two Million Dollars (\$2,000,000.00) (or such additional amounts as shall from time to time become customary), with Grantor designated as an additional insured.

G. Any work ordered by Grantee on or about the Easement Area shall be paid for by Grantee; and Grantee agrees to save Grantor harmless from and against any and all mechanics liens, materialmen's liens, or other liens or claims of liens filed in connection with any such alleged work. Without limiting the foregoing, Grantee shall cause any lien filed in connection with any work alleged to have been ordered by Grantee or anyone claiming under Grantee to be released of record by payment, bonding or otherwise within sixty (60) days following the giving of notice by Grantor. Nothing herein shall be deemed a consent or authorization on the part of Grantor to subject the interest of the Grantor in the Easement Area or adjacent land to any liens or liabilities relating to liens.

The liability of Grantor hereunder shall be limited to Grantor's interest in the Easement Area and Regional Sewer Facility; and any judgment against Grantor shall be satisfied only out of the right, title and interest of the Grantor in the Easement Area and Regional Sewer Facility, if any.

3. No Warranties. Grantor makes, and has made, no warranties or representations regarding the Regional Sewer Facility or their condition.

4. Limitation on Grantee's Enlargement of Regional Detention Basin. No enlargement of the Regional Detention Basin within the Easement Area shall be permitted absent Grantor's written approval, which may be withheld in Grantor's sole discretion. Grantee shall perform all work on the Property in a good and workmanlike manner, using qualified labor and quality materials. Grantee shall coordinate and schedule all such work with Grantor. Grantor may inspect such work to assure conformance to the Grantor's standards.

5. Wetlands. Grantee acknowledges that wetlands are present in the Easement Area and covenants and agrees that it will not take any act, or failure to act, that impacts such wetlands in violation of applicable law and that no act, or failure to act, that impacts such wetlands shall be undertaken without the written consent of Grantor.

6. Grantor's Use of the Easement Area and Regional Sewer Facility. Subject to the Other Use Conditions, Grantor for itself and all others designated by Grantor shall have the right to use the Regional Sewer Facility and to occupy and use the Easement Area and the area above the surface of the Easement Area for any and all purposes whatsoever, except for the construction of a building thereon, provided that such use of the Easement Area (other than the use of the Regional Sewer Facility by Grantor and all others designated by Grantor) does not interfere with Grantee's use of the Regional Sewer Facility or limit the capacity of the Regional Sewer Facility otherwise available for Grantee's use. In the event that Grantor, pursuant to the foregoing sentence or Section 7 of this Easement, makes use of the Regional Sewer Facility other than for the Woodcraft Permitted Discharge, (i) Grantor acknowledges that such other use may be subject to

governmental approval (including, without limitation, approval of Grantee), (ii) Grantor acknowledges that such other use may require alterations to the Regional Sewer Facility and/or maintenance of the Regional Sewer Facility, or components thereof, more frequently than absent such other use, and (iii) Grantee shall have the right to condition its approval of such other use on the agreement of Grantor or such other person or entity permitted pursuant to this Section 6 or Section 7 of this Easement to make use of the Regional Sewer Facility to pay for such alterations to the Regional Sewer Facility as may be required for such other use of the Regional Detention Basin and/or to pay a greater share of the cost of maintenance of the Regional Sewer Facility, or components thereof than set forth in Section 2(A) of this Easement (such share to be determined on an equitable basis based on engineering considerations) ((i) through (iii) above, the “Other Use Conditions”).

Except as otherwise provided hereunder, Grantor shall have no obligation to install any additional Regional Sewer Facility or repair, replace or otherwise maintain the Regional Sewer Facility.

7. Grantor’s Right to Grant Other Easements. Subject to the Other Use Conditions, Grantor reserves the right to grant easements to others to use the Regional Sewer Facility in the Easement Area upon such terms and conditions as Grantor deems appropriate at no additional cost or expense to Grantee.

8. Grantor’s Duty to Maintain Lawn Area. Notwithstanding any provision to the contrary contained herein, Grantor shall maintain the lawn area along the west bank of the Regional Detention Basin from the top of bank of the Regional Detention Basin to the right of way along the Grantor’s property boundary, except for those areas where such maintenance is restricted.

9. Failure to Maintain. If Grantee shall fail to repair or maintain the Easement Area in accordance with the provisions of this Easement, and if such failure shall continue for thirty (30) days after Grantor gives notice thereof to Grantee, such thirty (30) day period to be extended as reasonably required if Grantee shall be acting with due diligence, Grantor shall have the right to go upon the Easement Parcel to perform such maintenance and repair. Grantee shall reimburse Grantor for the reasonable costs incurred as the result thereof within thirty (30) days following receipt of invoice.

10. Lawful Owner. Grantor covenants with Grantee, its successors and assigns, that Grantor is the true and lawful owner of the Easement Parcel, and is well seized of the same in fee simple, and has good right and full power to convey the easement set forth in this instrument.

11. Notices. Any notices required to be given to Grantor or Grantee shall be given by certified mail, return receipt requested, or by a national delivery service which obtains a receipt for delivery, at the address set forth in the first paragraph of this Easement, or to such other address as a party may designate from time to time by giving notice to the other party.

12. Successors and Assigns. The terms and conditions of this Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13. Covenant Running With the Land. The terms and conditions of this Easement shall constitute a covenant running with the land and shall be binding upon and shall inure to the benefit of the Grantor and Grantee and this respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the Easement Area.

14. Municipal Restriction. This Easement is subject to the Codified Ordinances of the City of North Royalton, specifically Section 1481.07(g), as amended, which currently requires the Easement Area be restricted against:

the planting within such easement of trees, shrubbery or plantings with woody growth characteristics, and against the construction of buildings, accessory buildings, fences, walls or other obstructions to the free flow of storm water.... also restricted against changing the final grade from that described by the approved grading plan.”

This provision shall automatically be amended to comply with any amendments to the Codified Ordinances of the City of North Royalton.

15. Miscellaneous. This Easement constitutes the entire agreement among the parties with respect to the subject matter. The parties do not rely upon any statement, promise, or representation not herein expressed. This Easement may be amended only by an instrument in writing signed by the parties hereto. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This Easement is governed by the laws of the State of Ohio.

Remainder of Page Intentionally Left Blank
Signature Page Follows

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2020.

GRANTOR:

TRADITIONS AT ROYALTON PLACE, LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

GRANTEE:

CITY OF NORTH ROYALTON

By: _____

Larry Antoskiewicz, Mayor

And approved as to form by:

Thomas A. Kelly, Law Director

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, did personally appear TRADITIONS AT ROYALTON PLACE, LLC, an Ohio limited liability company, by _____, its _____, who acknowledged that he did sign the forgoing instrument and that the same is his free act and deed and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this _____ day of _____, 2020.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, did personally appear THE CITY OF NORTH ROYALTON, an Ohio chartered municipal corporation by Larry Antoskiewicz, its duly elected Mayor, who acknowledged that he did sign the foregoing instrument and that that the same is his free act and deed and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this _____ day of _____, 2020.

Notary Public

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Exhibits Follow***

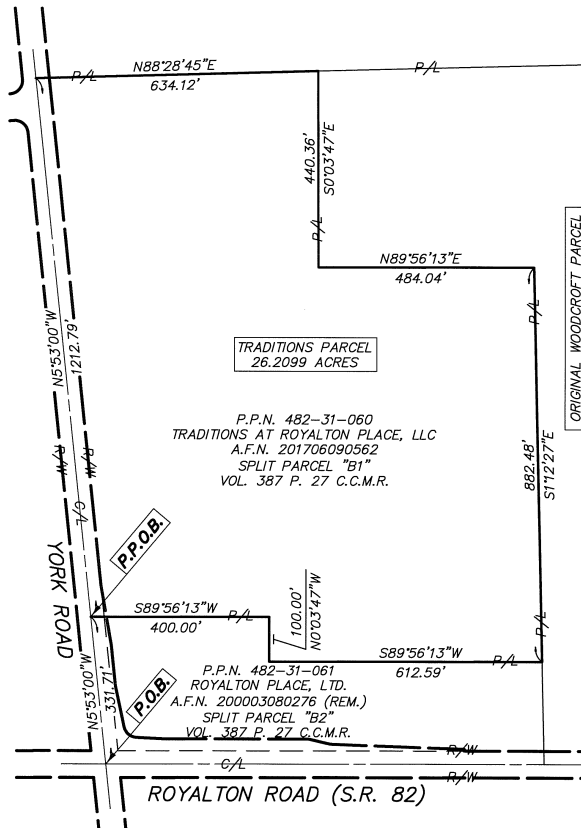


EXHIBIT A

TRADITIONS PARCEL

ROYALTON PLACE
CITY OF NORTH ROYALTON, OHIO

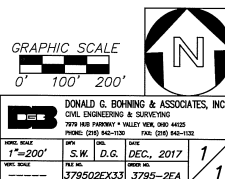


EXHIBIT B



DONALD G. BOHNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
7979 HUB PARKWAY · VALLEY VIEW, OHIO 44125 · (216) 642-1130
FAX · (216) 642-1132

York Road Regional Detention Facility Access & Maintenance Easement
P.P.N. 482-31-060
DGB 3795-2

May, 2018

EXHIBIT B

LEGAL DESCRIPTION

Situated in the City of North Royalton, County of Cuyahoga, and State of Ohio, and known as being part of Split Parcel "B1" in a Map of Lot Split of part of Original Royalton Township Section No. 8 as shown by the recorded plat in Volume 387, Page 27 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at a point in the centerline of York Road at its intersection with the centerline of Royalton Road (S.R.82);

Thence North 5 degrees 53 minutes 00 seconds West along the centerline of York Road, 1544.50 feet to its intersection with the northerly line of said Split Parcel "B1";

Thence North 88 degrees 28 minutes 45 seconds East along the northerly line of said Split Parcel "B1", 30.09 feet to a point in the easterly line of York Road, and the principal place of beginning of the easement herein described;

Thence North 88 degrees 28 minutes 45 seconds East along the northerly line of said Split Parcel "B1", 278.65 feet to a point;

Thence South 1 degree 31 minutes 15 seconds East, 46.35 feet to a point;

Thence South 63 degrees 28 minutes 45 seconds West, 60.00 feet to a point;

Thence South 36 degrees 31 minutes 15 seconds East, 77.00 feet to a point;

Thence North 63 degrees 28 minutes 45 seconds East, 86.00 feet to a point;

Thence South 31 degrees 31 minutes 15 seconds East, 85.00 feet to a point;

Thence South 13 degrees 28 minutes 45 seconds West, 110.00 feet to a point;

Thence South 23 degrees 28 minutes 45 seconds West, 100.00 feet to a point;

Thence North 76 degrees 31 minutes 15 seconds West, 100.00 feet to a point;

Thence North 31 degrees 31 minutes 15 seconds West, 40.00 feet to a point;

Thence South 88 degrees 28 minutes 45 seconds West, 15.00 feet to a point;

Thence South 19 degrees 52 minutes 08 seconds West, 65.00 feet to a point;

Thence South 88 degrees 28 minutes 45 seconds West, 134.70 feet to a point in the easterly line of York Road,

Thence North 5 degrees 53 minutes 00 seconds West along the easterly line of York Road, 370.00 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in May, 2018.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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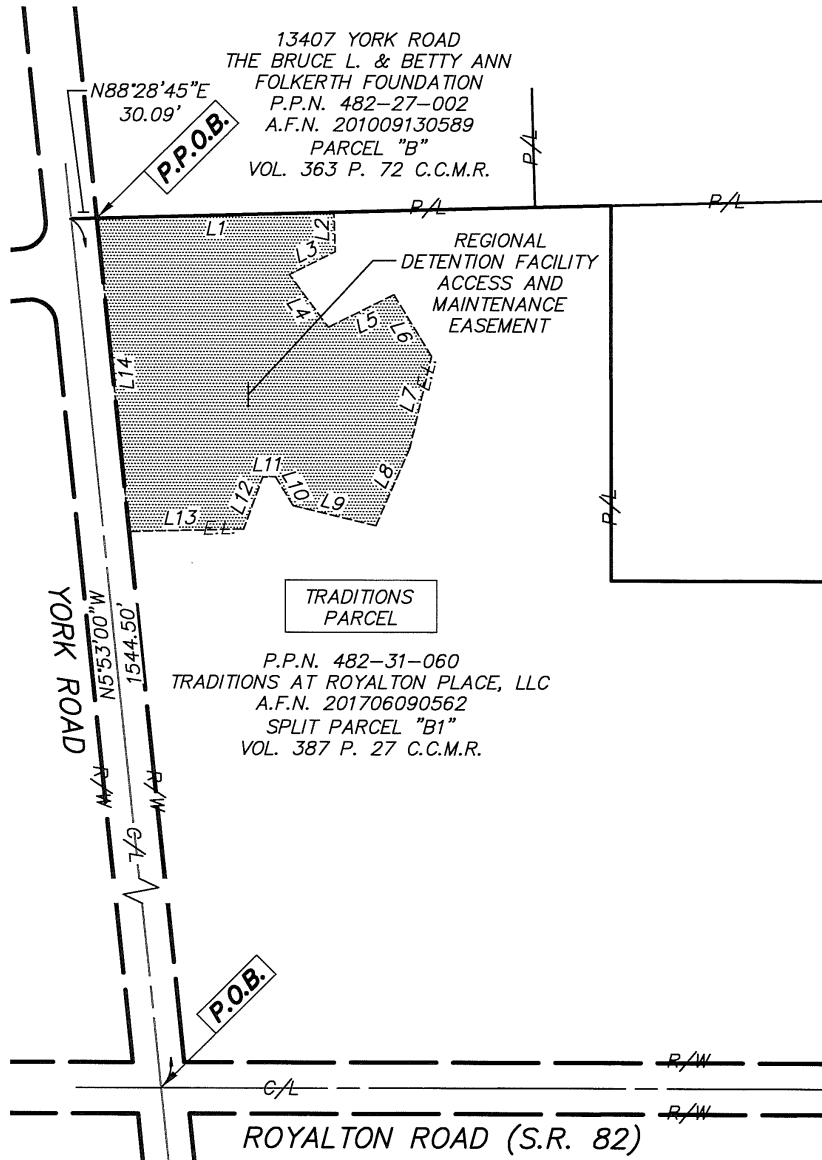
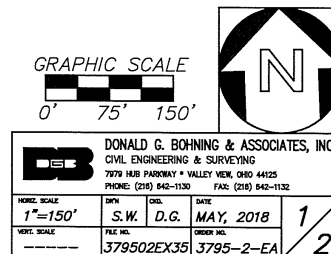


EXHIBIT B
**YORK ROAD REGIONAL
DETENTION FACILITY
ACCESS AND
MAINTENANCE EASEMENT**
CITY OF NORTH ROYALTON, OHIO



LINE TABLE		
LINE	LENGTH	BEARING
L1	278.65'	N88°28'45"E
L2	46.35'	S1°31'15"E
L3	60.00'	S63°28'45"W
L4	77.00'	S36°31'15"E
L5	86.00'	N63°28'45"E
L6	85.00'	S31°31'15"E
L7	110.00'	S13°28'45"W
L8	100.00'	S23°28'45"W
L9	100.00'	N76°31'15"W
L10	40.00'	N31°31'15"W
L11	15.00'	S88°28'45"W
L12	65.00'	S19°52'08"W
L13	134.70'	S88°28'45"W
L14	370.00'	N5°53'00"W

EXHIBIT B
YORK ROAD REGIONAL
DETENTION FACILITY
ACCESS AND
MAINTENANCE EASEMENT
CITY OF NORTH ROYALTON, OHIO


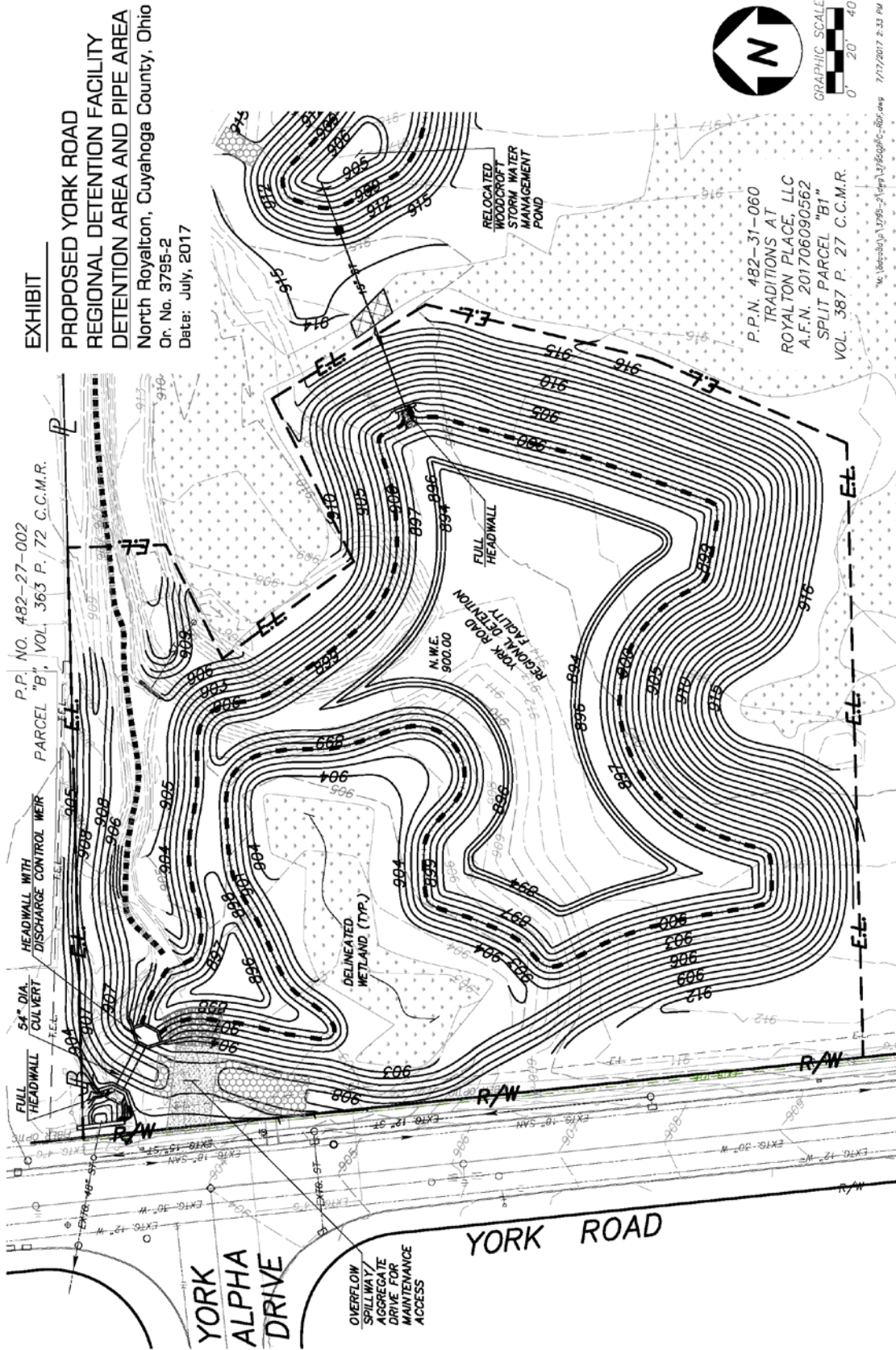
			
DONALD G. BOHNING & ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING 7670 HEB PARKWAY • VALLEY VIEW, OHIO 44125 PHONE: (216) 842-1130 FAX: (216) 842-1132			
HORIZ. SCALE ----- S.W.	DATE D.G. MAY, 2018	2 2	
FILE NO. ----- 379502EX35	ORDER NO. ----- 3795-2-EA		

EXHIBIT B



AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND FRATERNAL ORDER OF POLICE, LODGE #15, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton (“Employer”) has determined to close the North Royalton Jail Facility on June 30, 2020; and
- WHEREAS: The parties have met, discussed and negotiated a jail closure severance agreement for the benefit of the bargaining unit employees; and
- WHEREAS: The parties desire to memorialize the jail closure severance agreement and mutually release the other from legal and administrative claims, except unemployment and any applicable Ohio workers’ compensation claims.

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 Agreement between the City of North Royalton and the Fraternal Order of Police, Lodge #15 pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.
- Section 2. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.
- Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor enter into a Memorandum of Agreement between the City of North Royalton and the Fraternal Order of Police, Lodge #15 to memorialize the jail closure severance agreement and mutually release the other from legal and administrative claims, except unemployment and any applicable Ohio workers’ compensation claims.

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 AGREEMENT
BETWEEN
CITY OF NORTH ROYALTON
AND
FRATERNAL ORDER OF POLICE, LODGE #15

This Memorandum of Agreement is entered into between the City of North Royalton ("Employer") and the Fraternal Order of Police, Lodge #15 (Corrections Chapter) ("Union") and acknowledges and memorializes the following:

WHEREAS, the Employer has determined to close the North Royalton Jail Facility on June 30, 2020,

WHEREAS, the parties have met, discussed and negotiated a jail closure severance agreement for the benefit of bargaining unit employees, and

WHEREAS, the parties desire to memorialize the jail closure severance agreement and to mutually release the other from legal and administrative claims, except unemployment and any applicable Ohio workers' compensation claims,

THEREFORE, the parties agree as follows:

1. The Union and the bargaining unit employees acknowledge the North Royalton Jail Facility will close on June, 30, 2020.
2. Full-time employees will maintain health insurance coverage through June 30, 2020.
3. The Union agree the Employer has provided the Corrections Officers Chapter Chair contractual notice of the jail closure with the resultant job abolishments and employee lay-offs. The Union further agrees the Employer has provided each full-time and part-time Correction Officer with the required notice of lay-off and that the Employer has otherwise complied with all contractual procedural and notice provisions regarding the job abolishment and lay-offs.
4. Upon separation, eligible bargaining unit employees will receive the following severance payments less all legal (taxable) deductions:

Full-time employees with five (5) or more years of service will receive a \$3,500 severance;

Full-time employees with less than five (5) years of service will receive a \$1,750 severance; and

Part-time employees with 500 or more total hours worked in 2019 will receive a \$500 severance.

5. Eligible full-time employees will be able to sell back remaining unused 2020 sick leave time in accordance with the Collective Bargaining Agreement on a one-third basis. The maximum a full-time employee could receive is 20 hours for an eligible employee who has accrued 60-hours in 2020 and has not used any sick leave. (60-hours of accrued sick leave in 2020 divided by one-third equals 20 hours) The amount of 2020 severance buyback will be reduced for sick leave hours used in 2020. Further, full-time employees will not be eligible if they use more than one (1) sick leave day during June, 2020 without authorization and providing medical documentation for the incentive. The parties agree, however, on a non-precedent setting basis of any kind, that the contractual threshold of a minimum of 900 sick leave hours as stated in the CBA is lowered to 200 sick leave hours minimum in order to be eligible for this severance benefit.
6. The Union agrees the Employer has met and discussed this jail closure severance agreement with the Union and that the Employer has otherwise met any bargaining obligations in this particular instance. Consequently, the parties agree that neither will file any unfair labor practice charge, legal or administrative claim regarding the Jail Facility closure. Further, the parties agree that with this severance agreement no grievances or protests will be subject to the contractual grievance and arbitration procedure regarding the Jail Facility closure or the resulting job abolishments and layoffs. Both parties are releasing the other from all other legal and administrative claims except as stated in item 7, below.
7. The Employer agrees that nothing in this severance agreement precludes the employees from seeking unemployment benefits or filing unemployment claims (for layoff/lack of work), such claims are not released in this severance agreement. Further, no employee is waiving any workers' compensation claim, if applicable.
8. The parties agree the jail closure severance agreement must be approved by the parties counsel and the North Royalton City Council before payments are made.

This Memorandum of Agreement is entered into this _____ day of June, 2020.

FOR THE FRATERNAL ORDER
OF POLICE, LODGE #15
(CORRECTIONS CHAPTER):

FOR THE CITY OF NORTH ROYALTON:

Sara Fiver

Legal Counsel for FOP Lodge 15

ORDINANCE NO. 20-90

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND THE CITY OF PARMA, OHIO FOR PRISONER HOUSING SERVICES, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton strives to maximize services for the community while minimizing expenditures; and
- WHEREAS: The City of Parma and the City of North Royalton propose to agree that as of July 1, 2020 that North Royalton shall have preferential use of the City of Parma Jail Facility for persons to be incarcerated by legal authority of North Royalton or its court systems; and
- WHEREAS: A shared expense plan for the consolidation of prisoner housing services between the City of North Royalton and the City of Parma, Ohio is another step in the effort to increase efficiency and improve services for the residents of North Royalton; and
- WHEREAS: Council desires to authorize the Mayor to enter into an agreement with the City of Parma, Ohio for prisoner housing services.

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

- Section 1. Council hereby authorizes the Mayor to enter into an agreement between the City of North Royalton and the City of Parma, Ohio for prisoner housing services, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.
- Section 2. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.
- Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into an agreement between the City of North Royalton and the City of Parma, Ohio for prisoner housing services in an effort to increase efficiency and improve services for the residents 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:

AGREEMENT BETWEEN THE CITY OF PARMA AND THE CITY OF NORTH ROYALTON FOR PRISONER HOUSING SERVICES

The City of Parma ("Parma") and the City of North Royalton ("North Royalton") agree as of July 1, 2020 ("Effective date") that North Royalton shall have preferential (second only to Parma itself) but non-exclusive use of the City of Parma Jail Facility ("Facility") for persons to be incarcerated by legal authority of North Royalton or its court systems pursuant to the terms and conditions set forth hereinbelow.

TERM:

This agreement shall be in effect beginning on the Effective Date first stated above and shall end June 30, 2023 unless sooner cancelled in writing by either party, or unless extended by agreement of the parties in writing. For purposes of this Agreement, the term is divided into three consecutive twelve-month periods referred to as "Contract Years." Either party may cancel this Agreement without cause by providing the other party at least ninety (90) days advanced written notice thereof to the office of the Mayor of each municipality.

In the event that this Agreement is cancelled by the City of North Royalton prior to its expiration, North Royalton shall be responsible only for an amount equal to the Base Amount, as defined herein, multiplied by the number of months the service is used (i.e. until the cancellation is effective), except that the amount owed for the final month shall be a pro-rated amount of the monthly Base Amount, for the actual number of days in that month until the cancellation date, plus additional charges as permitted in this Agreement. In the event that this Agreement is cancelled by the City of Parma prior to its expiration, North Royalton shall be entitled to a one-time credit on account equal to no more than one month's Base Amount due for annualized service costs as specified below.

Both parties acknowledge that available space at the Parma Jail is limited and that there may be occasions when the jail is simply at capacity and no more space is available and that on such an occasion Parma may be required to decline to accept a prisoner offered by North Royalton. Both parties agree to make every reasonable effort to avoid this experience and to seek the release of any other jailed individuals whose incarceration is not absolutely necessary and will call upon the judiciary for such additional consideration as may be available for this purpose.

ANNUALIZED SERVICE COSTS:

North Royalton agrees to pay Parma \$236,500.00 per annum as compensation for confining, supervising, boarding, and providing other services (including all OVI breath testing) for any and all prisoners, subject to the credit and additional fee provision below, plus such additional medical care costs as are agreed to in this Agreement. Parma shall send an invoice to North Royalton monthly: monthly invoices shall have a base amount due of \$19,708.33 ("Base Amount"), plus other charges as specified below. Parma has the right to assess 1% interest per month on any unpaid invoice after thirty (30) days from the date of the invoice. Any interest charged shall not exceed 12% per year and shall not be assessed against any invoice disputed by North Royalton. Parma shall not assess any interest, penalties, late fees or other charges other than those expressly agreed to in this Agreement.

The Parties agree that the expected volume of services provided, based on historical data, is approximated to be 750 Prisoner Days. For purposes of this Agreement, the first prisoner day will be constituted by a booking and/or any stay in the jail up to 24 hours. Each subsequent day shall be defined as any part of a 24-hour period. In the event that the actual number of bookings and housings at the end of each contract year varies from this estimate, the parties agree to meet and review the actual usage of jail space to determine whether any credit or additional fees are appropriate. The parties further agree that Parma will provide North Royalton with a monthly report that will detail the actual number of North Royalton prisoner days incurred during the previous month.

In the event that Parma determines to enter into other agreements, similar to this one, then in such an event the financial terms of this agreement will be revisited to take into account the proportionate reduction of Parma's jail expense and an anticipated similar reduction in the North Royalton expense.

THE CITY OF NORTH ROYALTON AGREES TO AND WILL:

1. Transport prisoners to the Facility for incarceration subject to declination for capacity or due to application of standard jail criteria applicable to all prisoners (medical/psychological or other extraordinary circumstance).
2. Pay charges as specified in this Agreement directly to the City of Parma as billed.
3. Assume responsibility for costs associated with all medical/psychological/dental/vision care, prescription medication, and/or other extraordinary costs or services that may arise from and during confinement of North Royalton's prisoners.

4. Assume responsibility for filling all prescriptions for prisoners, pickup and delivery of these prescriptions promptly to the jail, and satisfaction of the payment of prescriptions with the pharmacy.
5. Assume responsibility for service of all appropriate and necessary legal documents on North Royalton prisoners with required copies to Parma.
6. Assume responsibility for the transportation and appearance of North Royalton prisoners at all in-person court/legal proceedings (appearances at Parma Municipal Court are excepted).
7. Supply Parma Correction Officers with sufficient information as may be reasonably required to ensure the completion of all necessary prisoner documentation and processing.
8. Assume responsibility for the timely notice of release of inmates incarcerated by North Royalton.
9. Assign any rights of revenue or collection regarding any sentenced prisoner that has means and/or money and /or medical insurance.
10. Add the City of Parma as an additional insured on liability insurance or an equivalent insurance rider in an amount not less than \$2,00,000.00 per incident or for any prisoner housed or confined by the City of Parma as authorized by North Royalton.
11. Ohio Revised Code 5705.41 requires that North Royalton certify that the funds necessary to pay for this agreement have been appropriated and either collected or are in the process of collection. North Royalton and Parma agree and acknowledge that the volume of services required by this agreement are not fixed and may vary based upon public safety needs within North Royalton. North Royalton, in accordance with ORC 5705.41 will initially certify this agreement for \$236500.00. In the event that all services provided by Parma exceed the initial certification amount, North Royalton agrees to seek, in good faith and in a timely manner, the appropriation of additional funds from North Royalton's legislative authority. Upon obtaining the appropriation of additional funds, the agreement shall be re-certified by the fiscal officer of North Royalton.
12. Shall not transport any juvenile offenders to the Facility for processing or housing.
13. Upon the request of the Parma Jail Administrator, periodically review the bond status of prisoners held for multiple days while awaiting a hearing in North Royalton Mayor's Court.

THE CITY OF PARMA AGREES TO AND/OR WILL:

1. Accept all prisoners transported to the Facility by the North Royalton Police Department, subject to housing availability or medical/psychological condition.
2. Perform City of Parma required booking functions and processing including testing set forth above with records access to the North Royalton Police Department.
3. Ensure the proper housing, custody, confinement, feeding, supervision and care of persons incarcerated for North Royalton.
4. Provide and complete (with information provided by the North Royalton Police Department) the necessary and appropriate forms for reception, booking, and release.
5. Provide video arraignment services from the Facility to the Parma Municipal Court at no additional cost to North Royalton.
6. Facilitate emergency medical/ psychological/dental/vision care to North Royalton prisoners including emergency transportation to a hospital or mental facility as determined by the Parma Fire Department and/or the Jail Staff Physician at North Royalton's cost. Parma will provide for routine medical care by the Jail Staff Physician and/or the Parma Fire Department at no cost to North Royalton.
7. Notify the North Royalton Police Department as soon as practicable of any medical care and/or other extraordinary costs or services that become necessary, and prior to transport to a medical facility for any non-emergency care.
8. In the event that North Royalton's prisoner is treated as a patient at any medical facility, the North Royalton Police will maintain responsibility for security for their prisoner while at that facility. The City of Parma agrees to provide notice to North Royalton's Chief of Police or the Chief's designee in a timely manner of the need for North Royalton to provide such security. If the North Royalton Police Department cannot provide security within the one-hour timeframe, Parma will provide security for the inmate at an hourly rate of 1.5 times the top hourly rate per officer under the officer's collective bargaining agreement or highest statutorily established rate of pay. The number of officers required to provide such security will be determined by Parma, but in no event will it be less than two officers. Hourly charges will be included on the periodic invoice.

IN WITNESS WHEREOF, authorized representatives of the parties to this AGREEMENT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

CITY OF PARMA

CITY OF NORTH ROYALTON

Timothy DeGeeter, Mayor

Larry Antoskiewicz, Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Timothy Dobeck, Director of Law

Thomas Kelly, Director of Law

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this proposal has herby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from a previous obligation or certification as required by Ohio Revised Code 5705.01 to 5705.47.

Date

Fiscal officer, City of North Royalton