

June 2021

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

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

NORTH ROYALTON CITY COUNCIL
A G E N D A
JUNE 1, 2021

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: May 4, 2021 and May 10, 2021 (SPECIAL)
 - b. 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	Michael Wos
Storm Water	Jessica Fenos
Streets	Vincent Weimer
Utilities	Joanne Krejci
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Vincent Weimer
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. **21-78 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION, CHAPTER 212 PUBLIC MEETINGS, SECTION 212.03 OPEN MEETINGS REQUIRED; MINUTES, AND DECLARING AN EMERGENCY. First reading April 20, 2021. Second reading May 4, 2021.**

FIRST READING CONSIDERATION

- * 1. **21-92 - AN ORDINANCE ACCEPTING THE BID OF COMPASS MINERALS FOR ROAD SALT FOR THE 2021-2022 SEASON, AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.**
- * 2. **21-93 - AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A DEPOSITORY AGREEMENT WITH FIRST NATIONAL BANK FOR THE DEPOSIT OF ACTIVE, INACTIVE OR INTERIM PUBLIC FUNDS, AND DECLARING AN EMERGENCY.**

3. **21-94** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2021 CHEVROLET SILVERADO 2500HD 4 WD CREW CAB WORK TRUCK FOR THE NORTH ROYALTON FIRE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$34,352.00, VENDOR TIM LALLY CHEVROLET, AND DECLARING AN EMERGENCY.
 4. **21-95** - AN ORDINANCE AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO OFFER 13900 STONEY CREEK DRIVE, PPN 488-23-095 FOR SALE TO THE HIGHEST BIDDER IN ACCORD WITH THE STATUTORY REQUIREMENTS FOR THE SALE OF MUNICIPAL REAL ESTATE, AND DECLARING AN EMERGENCY.
 5. **21-96** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART EIGHT BUSINESS REGULATION AND TAXATION CODE, TITLE TWO BUSINESS REGULATION, CHAPTER 845 ENTITLED MOBILE FOOD UNIT REGULATIONS, SECTION 845.05 OPERATION OF MOBILE FOOD UNITS PARAGRAPH (f), AND DECLARING AN EMERGENCY.
 6. **21-97** - AN ORDINANCE ACCEPTING THE FACT-FINDING REPORT OF THE NEUTRAL AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO LOCAL 2156, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

ORDINANCE NO. 21-92

INTRODUCED BY: Weimer, Marnecheck, Fenos

AN ORDINANCE ACCEPTING THE BID OF COMPASS MINERALS FOR ROAD SALT FOR THE 2021-2022 SEASON, AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton may purchase road salt through its membership in the Joint Municipal Improvement Consortium (JMIC) at a lower rate than if it purchased it on the open market; and

WHEREAS: The bids submitted to the JMJC were consistent with the competitive bidding requirements of the Ohio Revised Code and Charter of the City of North Royalton; and

WHEREAS: Council wishes to accept the bid of Compass Minerals, for road salt for the 2021-2022 season.

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 2021-2022 bid of Compass Minerals through the Joint Municipal Improvement Consortium, for the supplying of salt for the Service Department of the City of North Royalton as the primary source for bulk road salt as set forth in Exhibit A attached hereto and incorporated as if fully rewritten and which is in accordance with the specifications on file in the office of the Service Director, is hereby accepted as the lowest and best bid.

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

Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Compass Minerals.

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 provide for the purchase of bulk road salt for 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:



City of North Royalton

Mayor Larry Antoskiewicz

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Vince Weimer, Chair
Paul Marnecheck, Vice Chair
Jessica Fenos

FROM: Nick Cinquepalmi, Service Director

DATE: May 26, 2021

RE: 2021-2022 Salt Bid Recommendation

Please find attached Bid Tabulation from the Friday, May 21, 2021 bid opening intended for Supplying Sodium Chloride for 2021-2022 Winter Season Consortium.

I am recommending the City of North Royalton accept the bid of **Compass Minerals** as the lowest and best bid for Untreated Sodium Chloride for the 2021-2022 season.

I am requesting that bid recommendation be placed on the next Council Agenda meeting for approval. If there are any questions, do not hesitate to contact me. Thanks.

/aca

Encl.

c: Mayor Larry Antoskiewicz
Dana Schroeder, Legislative Director
File

BID TABULATION: Supplying Sodium Chloride (November 1, 2021 - October 31, 2022)

Purchasing Consortium Cities: Beachwood, Berea, Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Cuyahoga County, Independence, Lakewood, Middleburg Heights, North Royalton, Valley View

Bid Opening: Friday, May 21, 2021 9:00 a.m.

Present: Becki Riser, City of Brecksville; Tony DiPietro, Cargill Inc.-Salt Road Safety

PLANHOLDERS

Cargill, Inc.-Salt, Road Safety
Compass Minerals America, Inc.
Detroit Salt Company
Morton Salt, Inc.

KEY SUMMARY OF BID SUBMISSIONS

Cost for First Year 11/1/2021 – 10/31/2022:

	<u>Untreated - Per Ton, Dump</u>	<u>Treated – Per Ton, Dump</u>
CARGILL	\$54.15	\$62.28
COMPASS MINERALS	\$45.97	NO BID
MORTON SALT, INC.	\$53.62	NO BID
DETROIT SALT COMPANY	NO BID	

CARGILL, INC. SALT, ROAD SAFETY

To supply in accordance with specifications, for a one-year period, the sum of:

Cost for First Year (11/1/21 – 10/31/22), Untreated Sodium Chloride:

\$54.15 Per Ton, Dump Delivery \$64.15 Per Ton, Piler Delivery

Cost for First Year (11/1/21 – 10/31/22), Treated Sodium Chloride:

\$62.28 Per Ton, Dump Delivery \$72.28 Per Ton, Piler Delivery

Products Bid: Sodium Chloride for Ice Control & Enhanced Clearlane Deicer

80% Contractual Minimum/140% Maximum: Yes

Second and Third Year Optional Extensions: Yes

Guaranteed Delivery Within 24-72 Hours? Yes

Minimum Order? Yes.....Quantity: 22 Tons/Dump 200 Tons/Piler

Exceptions: Cargill, Inc.-Salt, Road Safety may subsequently agree to supply additional tons of product on mutually agreeable terms, on a request-by-request basis. Under no circumstances shall Cargill, Inc. be obligated to pay damages or penalties for failing to supply product in excess of the maximum quantity.

Name & Address of Bidder:

Cargill, Inc. – Salt, Road Safety
24950 Country Club Blvd., Suite 450
North Olmsted, OH 44070
Phone: 800-600-7258 Fax: 888-739-8705

Contact: Rob Wilder, Customer Care Representative
Salt_CustomerCareRoadSafety@Cargill.com

COMPASS MINERALS

To supply in accordance with specifications, for a one-year period, the sum of:

Cost for First Year (11/1/21 – 10/31/22), Untreated Sodium Chloride:

\$45.97 Per Ton, Dump Delivery

\$52.97 Per Ton, Piler Delivery

Cost for First Year (11/1/21 – 10/31/22), Treated Sodium Chloride:

No Bid

No Bid

Products Bid:

Untreated Sodium Chloride

80% Contractual Minimum/140% Maximum:

Yes

Second and Third Year Optional Extensions:

No

Guaranteed Delivery Within 24-72 Hours?

Yes

Minimum Order?

Yes..... Quantity:

25 Tons/Dump

400 Tons /Piler

Exceptions:

Will begin delivery within 24 hours.

Name & Address of Bidder:

Compass Minerals America, Inc.

9900 West 109th Street

Overland Park, KS 66210

Phone: 800-323-1641 Fax: 913-338-7945

Contact: Joel Gerdes, Director of U.S. Highway Sales

highwaygroup@compassminerals.com - Correspondence

highwayorders@compassminerals.com - Orders

MORTON SALT, INC.

To supply in accordance with specifications, for a one-year period, the sum of:

Cost for First Year (11/1/21 – 10/31/22), Untreated Sodium Chloride:

\$53.62 Per Ton, Dump Delivery \$58.12 Per Ton, Piler Delivery

Cost for First Year (11/1/21 – 10/31/22), Treated Sodium Chloride:

No Bid No Bid

Products Bid: Morton Bulk Safe-T-Salt

80% Contractual Minimum/140% Maximum: Yes

Second and Third Year Optional Extensions: Yes

Guaranteed Delivery Within 24-72 Hours? Yes

Minimum Order? Yes.....Quantity: 20-25 Tons /Dump 500 Tons/Piler

Exceptions: None.

Name & Address of Bidder:

Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 60606
Phone: 855-665-4540 Fax: 312-896-9208

Contact: Anthony Patton, Director, Bulk Deicing U Government Sales
bids@mortonsalt.com

HISTORICAL PRICING FOR PURCHASING CONSORTIUM:

Year	Awarded Bidder	Price for Untreated Sodium Chloride – Dump Delivery	
2000	Cargill	\$ 22.25	
2001	Cargill	\$ 27.98	
2002	Cargill	\$ 29.43	
2003/04	Cargill	\$ 30.68	
2004/05	Cargill	\$ 30.35	
2005/06	Cargill	(Extension)	\$ 31.45
2006/07	Cargill		\$ 32.97
2007/08	Cargill	(Extension)	\$ 34.22
2008/09	Cargill		\$ 41.06
2009/10	Cargill	(Extension)	\$ 47.21
2010/11	Cargill	(Extension)	\$ 47.21
2011/12	Cargill		\$ 47.97
2012/13	Cargill	(Extension)	\$ 47.97
2013/14	Cargill		\$45.38
2014/15	Cargill	(Extension)	\$49.39
2015/16	Cargill		\$56.29
2016/17	Cargill	(Extension)	\$53.29
2017/18	Cargill	(Extension)	\$52.29
2018/19	Cargill		\$58.71
2019/2020	Cargill	(Extension)	\$63.41
			\$76.10 ClearLane
2020/2021	Cargill	(Extension)	\$63.41
			\$76.10 ClearLane
Apparent Low Bidder(s)			
2021/2022	Compass Minerals	\$45.97 Untreated	
	Cargill		\$62.28 ClearLane

ORDINANCE NO. 21-93

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A DEPOSITORY AGREEMENT WITH FIRST NATIONAL BANK FOR THE DEPOSIT OF ACTIVE, INACTIVE OR INTERIM PUBLIC FUNDS, AND DECLARING AN EMERGENCY

WHEREAS: First National Bank has made application to the City of North Royalton to be designated a depository of active, inactive or interim public funds; and

WHEREAS: The City of North Royalton desires to enter into a memorandum of agreement with First National Bank for deposit of active, inactive or interim public 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 authorizes the Mayor and Finance Director to enter into a depository agreement with First National Bank for the deposit of public funds for the period beginning April 1, 2021 and ending March 31, 2025.

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 in the interest of the City of North Royalton public funds to immediately enter into these agreements.

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
OF ACTIVE, INTERIM, & INACTIVE DEPOSITS**

Agreement made as of 5/24/21 between First National Bank (Bank) and **City of North Royalton** (Depositor).

Depositor hereby confirms that it has designated Bank as a public depository of its active, interim and inactive deposits for the period of designation from 4/1/21 to 3/31/25; both dates inclusive.

ACTIVE DEPOSITS

- a. Bank agrees to accept active deposits for deposit from depositor such sums during the period of designation as Depositor may from time to time deposit to the credit of Depositor's active deposits account subject to Bank's rules and regulations from time to time in effect for commercial accounts. Bank agrees to keep such sums on deposit pending payment thereof to Depositor or Depositor's order.
- b. Bank agrees that the sums deposited to the credit of Depositor's active deposits account may be drawn against and paid by check executed by such authorized person or persons and according to such procedure as Depositor may from time to time designate and prescribe in writing. Depository must be notified in writing if designated person or persons change.
- c. Bank agrees to supply to Depositor's treasurer each month only during the period of designation a statement of the daily activity in and the balance of Depositor's active deposits account for that month.
- d. The maximum dollar amount of such public monies on deposit as active, inactive or interim deposits at any one time during the period covered by this designation is **\$25,000,000**.

INTERIM AND INACTIVE DEPOSITS

- a. Whenever any interim or inactive deposits of Depositor are awarded to and accepted by Bank pursuant of Chapter 135, of the Ohio Revised Code, the deposits shall be evidenced by Bank's certificate of deposit or evidence thereof, bearing interest at such rates as may be agreed upon by Bank and Depositor prior to the issuance of said certificate or evidence thereof and as agreed to in writing by Bank and Depositor. Interim deposits may have a term of up to one year. Inactive deposits may have a term ending at the close of the period of designation given above.

PLEDGED COLLATERAL – OHIO REVISED CODE CHAPTER 135

Bank agrees to secure its obligations under this agreement and its other obligations as a public depository of Depositor's active, interim, and inactive deposits by depositing with safekeeping trustees, Federal Reserve Bank of Cleveland, or any other eligible trustee, eligible securities in the amount and in the manner required by the Ohio Uniform Depository Act (Chapter 135, Ohio Revised Code). Depositor hereby authorizes Bank on a continuing basis during the term of designation to substitute securities for those then deposited with such trustees, provided only that the securities being deposited be eligible securities having a current market value equal or greater than the current market value of the securities for which they are to be substituted. Each substitution may be made without any prior notice or approval of Depositor.

City of North Royalton

Eric Dean

Authorized Signer

Finance Director
Name/Title

Authorized Signer

Name/Title

First National Bank

Jim English

Authorized Signer

Jim English, VP Treasury Management

ORDINANCE NO. 21-94

INTRODUCED BY: Wos, Krejci, Dietrich

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2021 CHEVROLET SILVERADO 2500HD 4 WD CREW CAB WORK TRUCK FOR THE NORTH ROYALTON FIRE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$34,352.00, VENDOR TIM LALLY CHEVROLET, AND DECLARING AN EMERGENCY

WHEREAS: Council has authorized the purchase of one (1) motor vehicle for the North Royalton Fire Department; and

WHEREAS: This vehicle is not available through the Ohio Cooperative Purchasing Program and therefore the city has sought three (3) proposals for this vehicle; and

WHEREAS: The proposal of Tim Lally Chevrolet in the amount of \$34,352.00 was the lowest and best proposal; and

WHEREAS: Council desires to authorize the funding for this purchase.

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 expenditure of an amount not to exceed \$34,352.00 (cost of vehicle, options, delivery) for the purchase of one (1) 2021 Chevrolet Silverado 2500 HD 4WD crew cab work truck for the North Royalton Fire Department from Tim Lally Chevrolet, 24999 Miles Rd, Warrensville Heights, OH 44128, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Fire Department is hereby authorized and directed to forward a certified copy of this Ordinance to Tim Lally Chevrolet.

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 provide for the purchase of this vehicle for the North Royalton Fire Department for the proper and immediate performance of departmental duties.

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:



Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck



City of North Royalton Fire

MSRP	\$46580.00
2022 Increase	\$500.00
Dealer Discount	-\$3863.40
GM Bid Assistance	-\$8900.00

Total	\$34317.00
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Title Fee	\$15.00
Temp Tag	\$20.00

Total with title	\$34352.00
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jkuivila@timlally.com
440-343-3168



www.timlallysave.com

John Kuivila
Fleet/Government

Tim Lally Chevrolet

440 232-2000




Table of Contents

- Standard Equipment
- Window Sticker
- Vehicle Image

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Data Version: 13844. Data Updated: May 24, 2021 10:21:00 PM PDT.



Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck ( Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)


Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

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Data Version: 13844. Data Updated: May 24, 2021 10:21:00 PM PDT.



Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck ( Complete)

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment


Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

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Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck ( Complete)

Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)


Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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Data Version: 13844. Data Updated: May 24, 2021 10:21:00 PM PDT.



Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck ( Complete)

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000


Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck ( Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck MSRP:\$42,300.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Red Hot

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 6-speed automatic, heavy-duty


OPTIONS

CODE	MODEL	MSRP
CK20743	[Fleet] 2021 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck	\$42,300.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
AE7	Seats, front 40/20/40 split-bench	\$0.00
AKO	Glass, deep-tinted	Inc.
AQQ	Remote Keyless Entry	Inc.
C49	Defogger, rear-window electric	Inc.
CGN	Chevytec spray-on bedliner	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.
FE9	Emissions, Federal requirements	\$0.00
G7C	Red Hot	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JGD	GVWR, 10,450 lbs. (4740 kg)	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
K34	Cruise control, electronic	Inc.
KC9	Power outlet, bed mounted, 120-volt	Inc.
KI4	Power outlet, instrument panel, 120-volt	\$225.00

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Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck ( Complete)

KW5	Alternator, 220 amps	Inc.	
L8T	Engine, 6.6L V8		\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty		\$0.00
NZZ	Skid Plates	Inc.	
PCV	WT Convenience Package		\$1,185.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
U01	Lamps, Smoked Amber roof marker, (LED)		\$55.00
VYU	Snow Plow Prep/Camper Package		\$300.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.	

SUBTOTAL	\$44,885.00
Adjustments Total	\$0.00
Destination Charge	\$1,695.00
TOTAL PRICE	\$46,580.00

FUEL ECONOMY

Est City:N/A


Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 13844. Data Updated: May 24, 2021 10:21:00 PM PDT.



Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck ( Complete)



Note:Photo may not represent exact vehicle or selected equipment.

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Data Version: 13844. Data Updated: May 24, 2021 10:21:00 PM PDT.

ORDINANCE NO. 21-95

INTRODUCED BY: Mayor Antoskiewicz, Marnecheck

AN ORDINANCE AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO OFFER 13900 STONEY CREEK DRIVE, PPN 488-23-095 FOR SALE TO THE HIGHEST BIDDER IN ACCORD WITH THE STATUTORY REQUIREMENTS FOR THE SALE OF MUNICIPAL REAL ESTATE, AND DECLARING AN EMERGENCY

WHEREAS: Pursuant to O.R.C. 5722 the City of North Royalton created the North Royalton Land Reutilization Program as set forth in Ordinance No. 01-29; and

WHEREAS: There exists sufficient and substantial non-productive land within the boundaries of the City of North Royalton which is of such nature and extent to require the implementation of a land reutilization program to foster either the return of such non-productive land to tax revenue generating status or the devotion thereof to public use; and

WHEREAS: The City of North Royalton Land Bank holds title to the vacant parcel, located at 13900 Stoney Creek Drive North Royalton, Ohio PPN 488-23-095; and

WHEREAS: The Director of Community Development has recommended and Council has determined that the property is not needed for public use and not appropriate for side yard expansion; and

WHEREAS: The Director of Community Development has recommended and Council has determined that the effective reutilization of the land is for development and to return to tax revenue generating status; and

WHEREAS: It has further been determined that the property has a fair market value (appraised value) of \$61,800.00 (copy of appraisal attached).

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 Community Development Director to offer the property for sale in a manner consistent with the statutory requirements and under terms as determined necessary to effectively market the property for an amount not less than its fair market value pursuant to R.C. 5722.07.

Section 2. Council authorizes the Mayor to accept the highest and best offer, for not less than fair market value, and to execute and transfer the property under such terms and conditions as approved by the Law Director.

Section 3. Council directs that the proceeds of the sale be applied and distributed as set forth in R.C. 5722.08 as determined and approved by the Finance Director.

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 restore the land in question to tax generating revenue status.

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:

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART EIGHT BUSINESS REGULATION AND TAXATION CODE, TITLE TWO BUSINESS REGULATION, CHAPTER 845 ENTITLED MOBILE FOOD UNIT REGULATIONS, SECTION 845.05 OPERATION OF MOBILE FOOD UNITS PARAGRAPH (f), AND DECLARING AN EMERGENCY

- WHEREAS: The enactment of regulations in a new and developing area of business often requires amendment based upon actual experience; and
- WHEREAS: Council has been advised that the existing regulations ought to be amended to reduce the distance requirements in the Mobile Food Unit chapter; and
- WHEREAS: It is therefore necessary to amend the Part Eight Business Regulation and Taxation Code, Title Two Business Regulation, Chapter 845 Mobile Food Unit Regulations, Section 845.05 Operation of Mobile Food Units, Paragraph (f) of the Codified Ordinances of the City of North Royalton; 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. Part Eight Business Regulation and Taxation Code, Title Two Business Regulation, Chapter 845 Mobile Food Unit Regulations, Section 845.05 Operation of Mobile Food Units Paragraph (f) of the Codified Ordinances of the City of North Royalton is hereby amended as follows:

845.05 OPERATION OF MOBILE FOOD UNITS

- (f) Mobile Food Units may not operate within ~~200~~ 75 feet of a residential property line.
- Section 2. Chapter 845 of the Codified Ordinances of the City of North Royalton is amended as provided for herein and all other provisions of Chapter 845 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 Part Eight Business Regulation and Taxation Code, Title Two Business Regulation, Chapter 845 Mobile Food Unit Regulations, Section 845.05 Operation of Mobile Food Units, Paragraph (f) recognize the application of best practices based upon actual experience.

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. 21-97

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE ACCEPTING THE FACT-FINDING REPORT OF THE NEUTRAL AND
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO LOCAL 2156, AND DECLARING AN
EMERGENCY

WHEREAS: Council and the Administration have conducted negotiations with the International Association of Fire Fighters, AFL-CIO, Local 2156 as the bargaining representative for certain members of the Fire Department; and

WHEREAS: Following those negotiations the parties engaged in “fact finding” with a neutral which neutral has issued a fact-finding report to both sides for acceptance or rejection; and

WHEREAS: Council and the Administration have reviewed such proposal and do desire to ratify and adopt the fact-finding report and enter into an Agreement based upon the terms contained therein.

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 and directed to enter into an agreement with the Association of Fire Fighters, AFL-CIO, Local 2156 pursuant to terms and conditions approved by the Director of Law and substantially similar to the fact-finding report which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. Any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

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

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city and for the further reason that in order to facilitate payment of compensation to certain employees of the city, the foregoing Ordinance is required at the earliest possible time.

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:

State of Ohio

State Employment Relations Board

In the Matter of Fact Finding	:	SERB Case Number: 2020-MED-10-1267
	:	
Between:	:	
	:	
North Royalton, Ohio	:	
	:	Date of Hearing: April 21, 2021
Employer	:	Date of Report: May 27, 2021
	:	
And:	:	
	:	
North Royalton Firefighters, IAFF,	:	Felicia Bernardini, Fact Finder
Local 2156	:	
Union	:	

Fact Finder Report and Recommendation

Appearances:

For North Royalton, OH, Employer

James A. Budzik, Esq., Mansour Gavin, LPA, Fact Finding Spokesperson

Donna Vozar, Esq., Assistant Law Director

Robert Chegan, Fire Chief

Eric Dean, Finance Director

Larry Antoskiewicz, Mayor

Alex Mechling, The Fedeli Group, VP Employee Benefits

For North Royalton Firefighters, IAFF, Local 2156, Union

Brooks W. Boron, Esq., Muskovitz and Lemmerbrock, LLC, Fact Finding Spokesperson

Mary Schultz, Financial Consultant, Sargent & Associates

Christian Sary, Firefighter, Local 2156 President

Erik Funfgeld, Firefighter, Local 2156 Treasurer

Thomas Sargent, Firefighter

Ian Anderson, Firefighter

George Erker, Firefighter, Local 2156 Secretary

Tyson Fabish, Firefighter

Introduction

Case Background

Felicia Bernardini was selected by the parties to serve as fact finder in the above referenced case and duly appointed by the State Employment Relations Board (SERB) on February 22, 2021 in compliance with Ohio Revised Code (ORC) Section 4117.14C(3). The case concerns a fact finding proceeding between the City of North Royalton, Ohio (hereafter referred to as the “Employer” or the “City”) and the North Royalton Firefighters (hereafter referred to as the “Union” or “Unit”).

Prior to the hearing, the parties met virtually for collective bargaining on three occasions. The Employer sought a one-year contract due to the uncertainties that the COVID pandemic had introduced into the economic environment, including unknowns related to income tax revenue, and the impact of the pandemic on healthcare premiums and other plan costs. The Union sought a three-year contract, as has been the parties’ practice, to bring finality and security in what has otherwise been a uniquely challenging period for Unit members due to their frontline responsibilities during the pandemic. Little progress was made during bargaining and the parties found themselves at impasse. At fact finding, five contract articles remained unresolved. The fact-finding hearing was scheduled for April 21, 2021. Both parties timely filed the required pre-hearing statements.

Issues

The open issues addressed by both parties at the hearing are as follows:

Article 27: Uniform Allowance

Article 30: Miscellaneous

Article 32: Wages

Article 33: Health Insurance

Article 45: Duration

General Background Information

The City of North Royalton, located in southern Cuyahoga County, is a suburb community of Cleveland, Ohio. The City's area is 21.8 square miles¹ and it has a population of approximately 30,068.² North Royalton is a Mayor-Council form of government³ and provides a full range of municipal services including Police, Fire and EMS protection, recreation and senior programs, sanitary and storm sewer maintenance, street maintenance and repair, snow/ice removal and other administrative and community services.⁴ The bargaining unit consists of 32 fulltime firefighter/paramedics, six of whom are Lieutenants. The Unit provides emergency medical services, firefighter, fire education, and fire prevention services for the community, as well as a variety of community services as diverse as installing car seats to teaching and certifying citizens in CPR.

Positions, Discussion and Recommendations

At the hearing, the parties agreed to first present their economic data, as it pertains to the parties' respective wage/duration and healthcare insurance proposals, followed by a review of comparable data, concluding with a brief presentation of the remaining issues. Therefore, the format of this report will follow a similar format. Below the position of each party is summarized, position summaries are followed by a brief analysis and discussion, which is followed by the fact finder's recommendation.

In analyzing the positions of the parties and making recommendations the fact finder is guided by available, relevant evidence and the criteria set forth in ORC 4117.14(G)(7)(a) to (f):

- (a). Past collective bargaining agreements, if any between the parties;
- (b). Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c). The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

¹ <http://www.northroyalton.org/en-US/Community-Profile.aspx>

² <http://development.ohio.gov/files/research/P5027.pdf>

³ <http://www.northroyalton.org/en-US/Community-Profile.aspx>

⁴ Id.

- (d). The lawful authority of the public employer;
- (e). Any stipulations of the parties;
- (f). Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The City's Finances from the Employer's Perspective

The City originally (pre-pandemic) projected a \$400K decrease in operating funds for calendar year 2020. In April 2020, during the State of Ohio pandemic stay-at-home order, the Regional Income Tax Agency (RITA) contracted to collect income tax for the City, projected a potential \$1.46M decrease in collections for 2020 and as much as a \$4.2M in delayed payments. In turn, and in response to this projected loss of revenue, the City sought to reduce its 2020 budget by 15% in operating expenses. Thereby lowering the City's budget by \$1.66M.

Actual income tax receipts in 2020 ended up being down \$475K (-3%) in comparison to 2019 income tax receipts. A decrease in keeping with the City's original projections – far less than what had been forecast by RITA. Offsetting this decrease the City received \$2.89M in one-time funds in 2020. \$1.7M came from the Federal Cares Act, and \$1.18M from the Ohio Bureau of Workers Compensation. Consequently, the 2020 ending balance of the Operating Funds (i.e., eight funds out of which City wages are paid including the General Fund and Police, EMS, Fire levy funds) was \$7.53M. This was up \$3.17M from a beginning balance of \$4.36M. Without the one-time funds, the Operating Funds ending balance would have been \$4.68M – up only \$320K from its beginning balance. In 2021 the City projects that the Operating Funds ending balance will be \$5.31M, down \$1.64M from its beginning balance. These figures do not consider newly passed federal legislation, The American Rescue Plan Act, which will provide \$350B in federal aid to state and local government. Preliminary projects indicate that North Royalton may be slated to receive in the realm of \$5.9M in one-time funds from the American Rescue Plan.

The NR Fire Department has a total operating budget of \$5.54M in 2021. \$890K of the Fire Department's expenses are paid from the City's General Fund. The remaining operating expenses for the Department are paid from the EMS Levy Fund and the Fire Levy Fund – both are property tax levies. These two funds, on average, cover 57% of all Fire Department operation costs. The shortfall is covered by a transfer from the General Fund. \$1.5M has been budgeted in 2021 from the

General Fund to the EMS Levy Fund and \$450K has been budgeted in 2021 from the General Fund to the Fire Pension Fund. The EMS Levy Fund will expire in 2021 and will be up for renewal via a ballot initiative.

Municipal income tax collection is critical to the financial wellbeing of the City. 80% of all General Fund revenue is generated from income tax collections. As noted above, 2020 income tax collections were down by \$475K. So far in 2021, income tax collections are down \$45K from 2020. The high unemployment of 2020 is expected to have an adverse impact on income tax collections which are due May 17, 2021. Income tax pays for 77% of all City wages. Total wages for the City are projected to be \$12.6M in 2021. The City has a long history of pattern bargaining and providing the same annual wage increase to all City employees across bargaining units and non-represented employees. Just a 1% wage increase costs the City \$126K. The City believes that with uncertainty associated with income tax collections in 2021 it would be imprudent for the City to commit to wage increases beyond the current year.

Finally, Moody's Corporation, the credit rating financial services company, has designated the City as AA2, which is a little stronger than the median rating for all US cities. Moody's also notes that the average cash balance is 40% of operating revenue for similar rated cities. Whereas the average cash balance for North Royalton is 25.4% - significantly lower than other peer cities. This is another financial factor that suggests the City should not rely on its cash balance to fund future wage increases and instead consider wage increases in keeping with anticipated income tax collections and only after the impact of the pandemic on income tax collections is better understood.

The City's Finances from the Union's Perspective

The City's financial outlook is good. The City is financed by a 2% income tax, property taxes, the Local Government Fund, and fees for services. In 2020, the City's General Fund was 74% funded by income tax. From 2018 to 2020 the General Fund's income tax collection increased by approximately \$1M. In 2021, the City forecasts that income tax to the General Fund will decrease by 1.5% due to unemployment during the pandemic. However, even with this projected decrease in income tax collections, the General Fund is projected to end the year with a \$4.712M carryover. If this projection holds true, the carryover will be higher than it was in either 2018 or 2019, and it will represent a reserve balance of 27% of the City's budgeted expenditures. This is a healthy carryover. The GFOA advises that a reasonable carryover reserve balance is 2 months of expenditures, which equates to 16%. For the City, total income tax collections were down in 2020 from 2019 by only

3.4% or \$588K, which is an indication that the local economy remained strong despite the pandemic.

In 2020, the City also received refunds from the Ohio Bureau of Workers Compensation in the amount of \$1.256M; offsetting the City's Workers Comp expenses. In addition, in 2020, the City received \$1.634M in Coronavirus Aid (CARES Act) one-time funds that were designated for personal protective equipment (PPE), wages and overtime for public safety employees and other expenses related to preventing the spread of the virus. Approximately \$1M of these funds were spent on reimbursing the City's Fire Department for firefighter expenses. In 2021, the City is slated to receive \$5.9M in one-time funds from the American Rescue Plan Act. An important feature of the American Rescue Plan Act is that there will be fewer restrictions on how these one-time funds are used.

The City's Fire Department is funded in part by the General Fund; it is also funded by two levy funds – the EMS Levy Fund and the Fire Levy Fund. The EMS Levy Fund is a 1.7 mill property tax approved by residents in 2017. It will expire in 2021 with the final collection in 2022. This levy passed by a 2 to 1 margin in 2017, which is an indication of the Fire Department's strong support in the community. Combined, the two levy funds are projected to collect \$2.521M and end 2021 with a combined balance of \$163K. This balance can only be used for Fire Department expenses. The combined Levy Fund balance alone, is sufficient to pay for the Union's proposed wage increase for 2021.

1. Article 32: Wages

Employer Position

The Employer proposes a one-year contract with a lump sum payment of \$1000 to all fulltime bargaining unit employees and a 1.25% wage increase effective with the first full pay period in July 2021. Historically the City has used pattern bargaining with all its bargaining units and has extended the pattern of economic settlements to its non-represented employees as well. The City's proposal for a one-year contract has been agreed to by all the other bargaining units. The proposal is a reasonable response to the financial uncertainties introduced by the pandemic and anticipated (and actual to-date) reduced income tax collections in 2021. The parties can return to bargaining in 2022 with a fuller understanding of how unemployment and pending legislation/lawsuits related to income tax collections will be resolved.

The Employer rejects the Union's proposal for three consecutive years of 3.5% raises, which is not in line with the current economic realities. The 2020 SERB Wage Settlement Report shows that average negotiated wage settlements statewide are 2.32% for 2021 and 2.35% for 2022. In the Cleveland area the average wage settlements are even lower – 2.11% for 2021 and 2.21% for 2022. The averages for all cities are 2.49% for 2021 and 2.48% for 2022. As for wage settlements for Fire Units across Ohio, the averages are slightly higher than other unit types at 2.67% in 2021 and 2.53% for 2022, but still nowhere near the Union's proposal of 3.5% for 2021 – 2023.

In the alternative, if a three-year contract is recommended, the Employer proposes the above lump sum and 1.25% base wage increase effective in July 2021, a 2% base wage increase in January 2022 and a 2% base wage increase in January 2023. When looking at comparable municipal jurisdictions within a 15-mile radius of the City, this Unit's current top wage rate is above average and competitive. This being the case, above average base wage increases, as proposed by the Union, are unnecessary.

Union Position

The Union is seeking a three-year contract retroactive to January 1, 2021, with 3.5% base wage increases each January of the contract. This proposal is based on both the Employer's ability to finance 3.5% wage increases and the Unit's relative wage position in comparison to comparable local jurisdictions. In addition, the Unit's proposal is based on the fact that, the Unit's annual run volume has been steadily increasing over the past decade and the variety of additional services and duties provided by firefighters to the community has also steadily increased. These working conditions alone deserve recognition of the sort that a secure three-year contract and stable wage increases will bring. However, more importantly, as difficult as the circumstances of the pandemic have been for everyone, no group of individuals (not even other first responders or medical personnel) have been so dramatically and adversely impacted as have firefighters. Unlike other medical personnel who work in controlled environments with expected protocols and support services, firefighter/paramedics have been going into totally uncontrolled and unknow situations multiple times a day, every day, for well over a year, facing extremely high risk and contagious "haz mat" situations. This Unit, above all others, deserves a settled contract with wage increases that acknowledge their service to the community.

The Union's group of eight comparable municipalities are based on the key demographics of population, median income and square miles. The group includes Berea, Broadview Heights,

Brunswick, Fairview, Independence, Middleburg Heights, Rocky River and Strongsville. Five of these municipalities are included in the Employer's group of comparables.⁵ The top step of the North Royalton firefighter pay scale is approximately \$800 below the average for all eight comparable municipalities. Shifting the comparison somewhat to show total annual compensation, which includes the top step on the wage scale plus longevity, paramedic bonus, uniform allowance and any other miscellaneous bonuses, at 15 years of service a North Royalton firefighter is approximately \$2000 below average in total annual compensation. At 25 years of service a North Royalton firefighter is approximately \$1500 below average in total compensation. The Unit's current relative position in the local labor market for firefighters (i.e., below average), will fall that much further behind in compensation with the Employer's proposal. A bonus, not included in the base salary, and a .625% raise in 2021 is a package considerably below what comparable municipalities in the area are offering their firefighter units. Of the eight referenced comparable jurisdictions all but one is providing raises in 2021 that are between 2% and 3.5%.

The Union points to the SERB 2020 Wage Settlement Report to demonstrate that the Employer's offer of a one-year contract and base wage increase in 2021 of .625% is completely out of step with how public employers across the State are settling contracts. In the Greater Cleveland area, wage increases either executed, recommended or issued after March 2020 are running between a low of 2% to a high of 5% with an average of 3% for 2021. In 2022 the range of settled wage increases is between 2% and 3% with an average of 2.42%. All of these communities have experienced the same pandemic-related demands and uncertainties as has the Employer yet have settled their firefighter negotiations with reasonable wage increases.

Discussion and Recommendation

There is no real dispute between the parties as to the City's finances. The fundamental difference between the parties is how much risk and uncertainty they see in the City's revenue forecast. Rather than see a decrease in funding during the pandemic, the City's operating fund balances for 2020 increased by \$3.1M over 2019. Revenues did not decrease as dramatically as was originally anticipated and one-time funds from BWC and the Federal CARES Act offset the losses. For 2021, the General Fund beginning balance (carryover from 2020) was \$6.958M. Employing the City's conservative budgeting practices and estimating a 1.5% decrease in income tax collections in 2021 and an estimated 10% increase in the City's expenditures, the City's combined operating fund

⁵ Employer Comps Include: Berea, Broadview Hts., Brunswick, Middleburg Hts., and Strongsville.

balances are projected to end 2021 with a carryover balance of approximately \$5.315M. A decrease of \$1.642M from the actual ending balance in 2020, but nonetheless a healthy anticipated outcome. The City's General Fund carryover position at the end of 2021 is estimated to be at \$4.337M.

The Employer is reluctant to fully embrace the current projection of future federal one-time funds from the American Rescue Plan Act (ARP Act) slated to reach local coffers in 2021 and 2022. The ARP Act provides for \$130.2B in funds to local governments. It is reported, by both the Employer's Fiscal Director and the Union, that approximately \$5.9M of ARP Act funds will be allocated to the City of North Royalton; half of which the City has been advised will arrive in 2021 with the remainder being distributed to the City in 2022. While it is true that such funds often come with strings attached and parameters for their use, the ARP Act funds are reportedly less restrictive than the CARES Act funds were and will doubtless free up other forms of City revenue for redistribution and use for ongoing operational expenses.

There is prudence in acknowledging the uncertainties endemic to the landscape of public finance and how those uncertainties take a toll on collective bargaining. The Great Recession and now the Coronavirus Pandemic have taught us nothing if not to plan for the worst-case scenario. The importance of maintaining funding reserves and calibrating ongoing expenses to realistic revenue trends are principles fundamental to successful labor/management relations. That said however, public finance professionals develop skills in understanding the lay of the land when it comes to prognosticating and making budget projections. Levy cycles never correspond with collective bargaining cycles. And should not become a reason to postpone bargaining. Similarly, occasional fluctuations in revenues and expenses occur, but it is the overall long-term trend that is important. As long as the underlying fundamentals that drive a local economy are stable, a fluctuation (such as a decrease in revenue, or an increase in expenses) resulting from an identifiable event need not be a reason to withhold bargaining. Although unemployment was up in 2020 due to the pandemic and consequently income tax revenue will be reduced in 2021, the Employer has taken this event-based revenue decrease into account in its 2021 budget projections. Even so, carryovers in operating fund balances are projected to remain healthy – as much as a combined \$5.315M. The unemployment rate for North Royalton, presented in the Employer's economic exhibits, has already declined. The local unemployment rate for February 2021 was 4.3%, down from a high of 19.8% in April 2020; at that it is somewhat lower than it was a year prior in February 2020 (pre-pandemic) when the local rate was 4.7%. Sub. HB 157 and related lawsuits pertaining to income tax and the 'principle place of work' could have a long-term impact on revenue trends. However, that impact is

as likely to be small as it is large, as likely to be positive as it is negative. The one certainty, among the uncertainties of the ‘principle place of work’ issue, is that it will take a few years for the impact to be realized.

The parties have a history of pattern bargaining. Although pattern bargaining is typically initiated by the Employer for the advantages it brings in stability and predictability, it takes both parties to the labor agreement to make pattern bargaining an established practice. The fact finder is obliged, by statute, to consider the past collective bargaining agreements of the parties and the parties bargaining history. This being the case, pattern bargaining is a factor that must be recognized and given its due in this round of bargaining. It is, however, reasonable to acknowledge that the landscape has changed enough since the pattern was established in late 2020 and early 2021 to consider some deviation from the pattern. Whereas it is the Employer’s preference to have a one-year contract and to begin negotiations again in 2022, under the circumstances it is not unreasonable to settle negotiations with a full three-year contract. The economic evidence in the record indicates that the Employer is financially capable of funding a three-year contract for this unit without depleting reserves or creating a deficit spending situation. A three-year contract is also a way of providing much needed financial stability for a Unit that has been on the frontline of the pandemic in a way unparalleled by other municipal bargaining units.

SERB data indicate that reasonable base wage increases, trending somewhat ahead of inflation, are the standard statewide, regionally and for similar bargaining units. The City has determined that to increase the Unit’s base salaries by 5.25% over a three-year contract is affordable even with the uncertainties it references in its budget projections. The Union seeks to increase Unit base salaries by 10.5% over a three-year contract. Data from the SERB Wage Report and the parties’ exhibits on comparable municipalities suggest that a reasonable compromise to settle this wage dispute is somewhere between the two proposals.

Recommendation

The statutory criteria require that the fact finder consider the Employer’s ability to pay and administer the recommended provisions, the bargaining history of the parties, and comparable jurisdictions. In deference to these criteria the fact finder recommends the following wage settlement:

- Effective in 2021, all full-time employees shall receive a one-time lump sum bonus payment of \$1000 payable in the first pay period following ratification of the agreement. All base wage rates will increase by 1.25% effective the first full pay period of July 2021.
- Effective January 1, 2022 all base wage rates shall increase 2.75%.
- Effective January 1, 2023 all base wage rates shall increase 3.0%.

Relevant contract language shall read in part as follows:

SALARY SCHEDULE— ARTICLE 32

32.01 All full-time employees shall receive salary payments and appropriate overtime work payments in accordance with the following schedule. All full-time employees shall receive a lump sum amount of \$1,000 as a bonus in 2021 and it shall not be computed in any overtime compensation calculation. The full-time employee salary increase shall be 1.25% effective the first full pay period in July 2021; 2.75% effective January 1, 2022; and 3.0% effective January 1, 2023 2018 — 2.50%; 2019 — 2.00%; and 2020 — 2.00% as more fully reflected in the schedule below:

Wage table to be calculated and inserted by the parties.

32.03 – 32.05 Current contract language.

2. Article 33: Health Insurance

Employer Position

The Employer prefers a one-year contract during which the current healthcare plan will continue without change. The Employer proposes to hold constant the plan design, employee premium contributions, and plan utilization costs (i.e., deductibles, co-insurance and out-of-pocket maximums) through benefit year 2021. Should the contract settlement result in a three-year contract, the Employer proposes to hold constant the healthcare insurance benefit through plan year 2021 and move to tiered plan design in benefit year 2022 and beyond. In addition to a tiered plan design, the Employer proposes to introduce a spousal exclusion, raise the employee's premium contribution share and the plan utilization costs as follows:

Employee Premium Contribution 2022		Employee Premium Contribution 2023	
Employee Only	\$86.00	Employee Only	\$89.00
Employee + Children	\$170.00	Employee + Children	\$200.00
Employee + Spouse	\$350.00	Employee + Spouse	\$400.00
Family	\$350.00	Family	\$400.00

Utilization Costs (In-Network Deductible, Co-Pay and/or Out-Of-Pocket Maximum)			
All plans except employee only		Employee only	
2022	\$1700	2022	\$950
2023	\$2100	2023	\$1100

The Employer has a very robust plan. The plan design includes a Health Savings Account (HSA) to which the Employer makes an annual contribution for each enrolled employee (i.e., \$900 for the single plan and \$2000 for the family plan). Any part of the HSA contribution not used in the year rolls over in the account and remains available for the employee's use in future years. The plan design is such that the deductible is the out-of-pocket maximum, therefore once the employee's utilization within the plan year reaches the full deductible there are no further co-insurance (shared) costs. The Employer is not proposing to change these aspects of the plan design.

Multiple factors drive healthcare costs including the price of specialty drugs, the number and quality of healthcare providers in the local market, overall disease prevalence in the geographic region, and the toll that the coronavirus pandemic has taken on the entire healthcare system from a reduction in revenue-generating medical procedures to the missed or delayed disease and wellness screenings which could lead to increased future treatment costs. The healthcare inflation rate for the local market is estimated to be 11-12% and the inflation rate for the general geographic region is estimated in the 8-15% range.

Over the past three years the Employer has experienced a compound healthcare cost inflation of only 6%, about 2% annually. Over the term of the past collective bargaining agreement the Employer has not raised employee costs as it was entitled to do under the negotiated provisions of the healthcare insurance article. Today, bargaining unit employees are paying the exact same utilization costs as they did in 2018 rather than the costs negotiated for 2020. In the Employer's proposal, these costs would remain the same for all of 2021. The Employer has absorbed all increased costs associated with healthcare for the past three years and proposes to absorb all cost

increases in 2021. Beyond 2021, the Unit's share of increased healthcare costs must increase at rates more in keeping with anticipated healthcare inflation trends.

It is a fact that aging adults have greater, more costly, healthcare needs than do children. Long-tenured employees and their spouses have greater healthcare costs. The City's actual claims experience bares out this trend. The greater number of high-claims enrollees (i.e., over \$25K annually in claims) are spouses of employees. The Employer's proposal to implement a spousal exclusion and to tier the plan are both plan design changes aimed at reducing and targeting costs for plan enrollees. The Employer's plan is a particularly costly plan because of how robust the benefit is. This is illustrated by the enrollee's out-of-pocket maximum which is \$1400 for the single plan and \$2800 for the family plan. The out-of-pocket maximums common among municipalities, as documented by the SERB 2020 Health Insurance Report, the Fedeli Group 2021 Public Sector Benchmark Report, and the Employer's group of identified comparable jurisdictions, are considerably higher averaging \$3926 for a single plan and \$7723 for a family plan (SERB Report pg.41).

Union Position

The Union seeks to maintain the current healthcare insurance plan design. The Union proposes that the Employer maintain both the current monthly premium contributions for family and single enrollees, and the current plan utilization costs for both single and family plans. Finally, the Union proposes a new \$200 annual health and wellness bonus payable in the first paycheck in January of each calendar year. The Employer has offered no data to support its claim that this bargaining unit's utilization and in particular spouse utilization justifies the Employer's proposals. The Employer is proposing cost increases for monthly premiums over the term of a three-year contract of as much as almost 100% from a current family plan premium of \$220/mth. to \$400/mth. in 2023. The proposed increase in annual utilization costs would increase for a family from \$800 in 2021 to \$2100 in 2023 – a 162% increase. These proposed increases in healthcare, when coupled with the Employer's proposed wage increases, would result in a net loss in wages for some bargaining unit members during the term of the contract; and would result in less than an 1.5% increase for most of the bargaining unit members over the three-year contract. The Employer is engaged in concessionary bargaining with no economic justification for it.

The Employer's proposal to implement a spousal restriction is an unjustified hardship on the Unit and would make the City an outlier among comparable jurisdictions. Contrary to the

Employer's claim that spousal exclusions and surcharges are commonplace in the public sector, the SERB 2020 Health Insurance Report shows that only 31.8% of cities statewide have any form of spousal restriction. Within that 31.8%, 5.3% offer employees an incentive, rather than apply a penalty, to encourage spouses to go elsewhere for their insurance coverage. Among fire districts the percentage of jurisdictions with a spousal restriction is even smaller at only 23.1%. Of the eight local municipalities the Union offers as comparables none of them have incorporated a spousal restriction provision in their healthcare plan design. There is no trend toward spousal restrictions.

Currently, the Employer offers no health and wellness incentive program. The Union's proposal for an annual \$200 health and wellness bonus would be intended for expenses including gym membership, new running shoes or the purchase of exercise/wellness equipment. This proposal of \$200 has also been included by the Union to help close the gap between this Unit's total compensation and that of comparable units in the local labor market.

Discussion and Recommendation

On the matter of healthcare insurance, I am persuaded that modest increases in premiums and out-of-pocket maximums are warranted; however, wholesale changes in plan design are not adequately supported by the evidence in this fact-finding record. For this fact finder to support moving to a four-tiered plan from a two-tiered plan, and support new language for a spousal exclusion, much greater transparency in the underlying data and metrics would be necessary. Given the lack of persuasive evidence available at this time, it is recommended that the Employer continue to offer a single plan and a family plan as is currently being offered and forgo introducing the employee + child and employee + spouse options at this time. Although the SERB 2020 Health Insurance Report shows that 44% of employers that completed the SERB survey report that they have adopted some form of spousal carve-out for a spouse with access to alternative medical coverage, further parsing of the data shows that in fire units the percentage is only 23.1% trending downward since 2018 when over 40% of fire units had some form of spousal carve-out. Excluding spouses from this Employer's healthcare coverage or requiring a costly surcharge for including spouses is a significant plan change. Without clearer cost/claims data demonstrating the need and a clearer upward trend in the use of such carve-outs statewide across a multitude of fire units, this is a matter best left to negotiations and not implemented in one fell swoop by a fact finder. As for the Union's proposal for a \$200 wellness bonus, although it is apparent that the Employer could afford to pay such a bonus annually without any financial hardship, here too, there is a lack of evidence in

the record to support the Union's request. The record simply does not adequately illuminate the problem or need that the \$200 is intended to remedy. The Unit is well compensated and the approximately \$6000 the provision would cost annually is better spent on pensionable wages, or in mitigating the Employer's healthcare costs to help keep the employee's cost low.

The recommended premium and out-of-pocket increases detailed below are a balance between the actual healthcare inflation trend experienced by the Employer (i.e., 2% annually, 6% over the term of the prior CBA) and the consultant's forecast of 11%-12% healthcare inflation. Although the 2018-2020 CBA provided for increases in out-of-pocket maximums, which the Employer unilaterally opted not to implement (keeping the Unit's costs at the 2018 level for the past 3 years), this recommendation allows the Employer to realize those withheld increases in this recommended three-year CBA. In addition, this recommendation takes into consideration the history of pattern bargaining between the City and its bargaining units.

Recommendation

The statutory criteria require the fact finder to consider the bargaining history of the parties. In deference to that bargaining history, the fact finder does not recommend the Union's proposal for a health and wellness annual cash bonus and recommends that the parties maintain the current (i.e., 2020) healthcare program plan design and employee costs for 2021. In 2022 and 2023 employee costs will increase as follows:

Employee Premium Contribution 2022		Employee Premium Contribution 2023	
Single	\$88.00	Single	\$93.00
Family	\$230.00	Family	\$240.00

Utilization Costs (In-Network Deductible, Co-Pay and/or Out-Of-Pocket Maximum)			
Family		Single	
2022	\$1300	2022	\$800
2023	\$1400	2023	\$850

Relevant contract language shall read in part as follows:

INSURANCE – ARTICLE 33

33.02 Effective January 1, **2021 ~~2020~~** and thereafter, employee's monthly contribution for family or individual coverage shall be:

Family: \$220.00

Individual: \$83.00

Effective January 1, 2022 and thereafter, employee's monthly contribution for family or individual coverage shall be:

Family: \$230.00

Individual: \$88.00

Effective January 1, 2023 and thereafter, employee's monthly contribution for family or individual coverage shall be:

Family: \$240.00

Individual: \$93.00

33.03 The Employee's medical coverage exposure, defined as in-network deductible, in-network co-pay, and/or in-network out of pocket maximum, or other plan design, as offset by other payments, including but not limited to HSA employer contributions shall not exceed the following:

	<u>Family plan</u>	<u>Individual plan</u>
2021	\$800	\$500
2022	\$1300	\$800
2023	\$1400	\$850

33.04 – 33.07 Current contract language.

3. Article 27: Uniform Allowance

Union Position

Beginning in 2021 the Union proposes that the annual uniform allowance be increased from \$1000 to \$1500; and for probationary employees the annual allowance be increased from \$400 to \$600. Since the onset of the pandemic, firefighters have been required to spend more money on laundering and replacing apparel due to constant exposure to the coronavirus, harsh cleaning and disinfecting products. Unit members' uniforms have had greater wear-and-tear than is normally expected. The City's finances are healthy, and the proposed increase is well affordable. In addition, it

is important to note that the North Royalton uniform allowance is among the lowest in the surrounding area. A review of uniform allowances in comparable fire departments shows that allowances range from a high of \$1650 in Fairview to a low of \$950 in Brunswick. The average uniform allowance among the group of eight comparable fire departments is \$1181.25. At \$1000 for permanent firefighters and \$400 for probationary firefighters this Unit's allowance is below average.

Employer Position

The Employer seeks to retain current contract language pertaining to the amount of allowance provided. The Union's proposal is an overreach. A 50% increase is not warranted. The City has negotiated fairly and worked hard to establish and maintain equity across bargaining units. The City's police officers and sergeants also receive \$1000 per year as a uniform allowance. Consequently, the benefit should not be increased for firefighters. The Employer has proposed to modify the listed apparel in 27.04 by replacing the car duty jacket with a Hi Viz multi-purpose jacket and replacing the uniform hat with a knit cap. During negotiations, the Unit members had no objections to making these modifications in the apparel listed.

Discussion and Recommendation

The circumstances of the pandemic may have indeed taken a toll on the uniforms of the firefighters; however, a proposal to permanently increase the uniform allowance by 50% does seem like an overreach. The Employer may have the financial resources to fund the proposal, but the wage increases recommended in this Report is sufficient to alleviate the need for an increase in the uniform allowance. It is noted that the parties have agreed to a Labor-Management Committee in Article 12. This would be an appropriate forum to discuss alternatives for addressing excessive wear-and-tear on uniforms that has occurred because of enhanced cleaning protocols.

Recommendation

The fact finder recommends current contract language with the two agreed changes in the uniform apparel list in 27.04. 1 Car duty jacket with zip out lining/winter-summer shall become 1 Hi Viz multi-purpose duty jacket, and 1 Uniform hat shall become 1 knit cap.

4. Article 30: Miscellaneous

Employer Position

The Employer proposes a new contract provision that would require any secondary employment be approved in advance by the Fire Chief. It would require that secondary employment not interfere in any way with the Unit member's normal duties including required overtime; nor would secondary employment be permitted to interfere with the City's function, image and/or create a liability for the City. The Employer's proposal on secondary employment is supported by a sound rationale. First, such provisions are common in public sector safety force contracts. An important internal comparable is the North Royalton's Police Unit contract. The proposed provision is adopted from current language in the Police Unit contract. Second, the City invests significant resources in the training of its firefighters and secondary employment is a ready source for the City's firefighters to be recruited away to fulltime employment elsewhere resulting in loss of the training investment. Third, Ohio Workers' Compensation law, amended in 2017, now provides for a presumption that a firefighter who is diagnosed with cancer, has contracted the disease because of employment. Thusly, secondary employment, within the firefighting profession, creates an increased Workers' Compensation liability for the City.

Union Position

The Union opposes the Employer's proposal which would require any Unit member to first seek the City's approval prior to accepting secondary employment. Currently 18 of 32 Unit members have secondary employment. There have been no incidents of secondary employment interfering with a member's ability to perform assigned duties. No problems or concerns have ever been raised about the work performance of any Unit member with secondary employment. It is common for firefighters to have secondary part-time employment with another fire department. The Employer's proposal is an overreach into the private, off-duty lives of its firefighters. Unit members already inform the City of their secondary employment and provide all requested information regarding the particulars of secondary employment. Prohibiting secondary employment with other fire departments and requiring prior authorization for any other type of secondary employment is an egregious overreach.

Discussion and Recommendation

The issue of secondary employment is a significant matter in collective bargaining with safety forces. It is a complex issue which puts much at stake for both parties when a proposal is placed on the negotiating table. For the Employer there are significant issues of liability to be addressed, and for Unit members there are significant issues pertaining to the boundary between work and personal lives. Although it is true that many safety force CBAs include a provision on secondary employment, I know of none that were placed into a labor agreement by a fact finder or conciliator. There is no evidence in the record to suggest that the secondary employment provision in the Employer's police officer contract was not a bargained provision. Likewise, the fact-finding reports, which reference secondary employment included as evidentiary exhibits, appear to be cases where a fact finder was asked to weigh-in on proposed modifications to an existing such provision. An issue as important as secondary employment would benefit from the give-and-take of bargaining so both parties were clear as to the value of such a provision and were clear on the *quid pro quo* upon which a mutually agreed provision was based. For a fact finder to simply write a secondary employment provision into existence would undermine the bargaining process and use the fact-finding process for that which it was not intended.

Recommendation

In deference to the bargaining history of the parties, the Employer's proposal is not recommended. Current contract language is recommended for Article 30.

5. Article 45: Duration

The Employer recommends a one-year contract; however, has included wage and health insurance proposals to support a three-year contract as a possible outcome of this fact finding. The Union seeks a three-year contract as has been the longstanding practice of the parties.

Recommendation

In deference to the bargaining history of the parties and the Employer's ability to finance the recommended provisions, a three-year contract is recommended.

Relevant contract language shall read follows:

45.01 This Agreement shall become effective at 12:01 a.m. on January 1, ~~2021~~ ~~2018~~, and shall continue in full force and effect, along with any amendments made and annexed hereto until midnight, December 31, ~~2023~~ ~~2020~~.

Conclusion

In this report I have attempted to make reasonable recommendations that both parties will find acceptable. If errors are discovered or if the parties believe they can improve upon the recommendations, the parties by mutual agreement may adopt alternative language.

After giving due consideration to the positions and arguments of the parties and to the criteria enumerated in ORC 4117.14(G)(7)(a) to (f) the fact finder recommends the provisions as enumerated herein. In addition, all tentative agreements (TAs) previously reached by the parties along with all sections of the current Agreement not negotiated and/or changed, are incorporated by reference into this Fact Finding Report and should be included in the resulting collective bargaining agreement.

Respectfully submitted and issued at Columbus, Ohio this 27th day of May 2021.



Felicia Bernardini,
Fact Finder

CERTIFICATE OF SERVICE

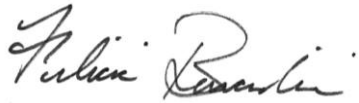
The undersigned certifies that a true copy of this Fact Finder Report was sent by e-mail on May 27, 2021 to:

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