

October 2021

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

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

November 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 <i>ELECTION DAY</i> 	3 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	4 PLANNING COMMISSION 7:00 CAUCUS 6:45	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	22	23	24	25  Happy Thanksgiving	26	27
28	29	30 RECREATION BOARD 6:00				

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
OCTOBER 19, 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: October 5, 2021
 - 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 Vos
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. **21-161** - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF JOHN STOLARSKI TO THE POSITION OF POLICE SERGEANT IN THE CITY OF NORTH ROYALTON POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
2. **21-162** - AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT TWO APPLICATIONS TO THE NORTHEAST OHIO AREA WIDE COORDINATING AGENCY FOR FUNDING THROUGH THE TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE, AND DECLARING AN EMERGENCY.

3. **21-163** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SEVENTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF NORTH ROYALTON, OHIO TO AMEND THE PROVISION RELATING TO PAYMENT FOR DISPATCH SERVICES, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 21-161

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF JOHN STOLARSKI TO THE
POSITION OF POLICE SERGEANT IN THE CITY OF NORTH ROYALTON POLICE DEPARTMENT,
AND DECLARING AN EMERGENCY

WHEREAS: The Mayor has appointed John P. Stolarski to the position of Police Sergeant in the City of North Royalton Police Department; and

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

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

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

Section 1. Council hereby confirms the appointment of John P. Stolarski to the position of Police Sergeant in the City of North Royalton Police Department, effective October 10, 2021.

Section 2. 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 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to keep accurate public records as to the various appointments made by the Mayor and the date of said appointment.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 21-162

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

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

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

WHEREAS: The first application is in the amount of \$210,563.12 for an Implementation Grant for the installation of sidewalks on State Road from Wallings Road to Lisa Lane with the City of North Royalton agreeing to provide a cash contribution match in the amount of \$25,000.00 for a total project cost of \$235,563.12; and

WHEREAS: The second application is in the amount of \$258,509.72 for an Implementation Grant for the installation of sidewalks on State Road from Akins Road to Valley Parkway with the City of North Royalton agreeing to provide a cash contribution match in the amount of \$25,000 for a total project cost of \$283,509.72; and

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

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

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

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

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

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

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

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

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

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

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
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ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SEVENTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF NORTH ROYALTON, OHIO TO AMEND THE PROVISION RELATING TO PAYMENT FOR DISPATCH SERVICES, AND DECLARING AN EMERGENCY

- WHEREAS: On February 11, 2014, Strongsville and North Royalton entered into an Agreement for Public Safety Dispatch Services, in which Strongsville agreed to dispatch North Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorize personnel of the North Royalton Police Department and the North Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein, and at that time North Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and
- WHEREAS: On September 16, 2014, the parties entered into an agreement to amend the provision relating to payment for Dispatch Services based upon the first year of operations; and
- WHEREAS: On February 23, 2016, the parties entered into a Second Amendment to Agreement providing for an adjustment to the provision for payment based upon the second year of operations; and
- WHEREAS: Additionally, thereafter on March 21, 2017, the parties entered into a Third Amendment to Agreement providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and
- WHEREAS: On March 5, 2018, the parties entered into a Fourth Amendment to Agreement providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-025; and
- WHEREAS: For the year 2019, there was no adjustment to the amount paid by North Royalton, from the rate of pay set forth in the Fourth Amendment to Agreement between the parties; and
- WHEREAS: However, for the year 2020, the parties entered into a Fifth Amendment to Agreement providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and
- WHEREAS: For the year 2021, the parties entered into a Sixth Amendment to Agreement providing for an adjustment to the provision for payment based upon seven (7) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-029; and
- WHEREAS: Now based upon eight (8) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.
- 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. The Mayor is hereby authorized to approve a seventh amendment to the agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio 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 amend the provision relating to payment for Dispatch Services.

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:



Thomas P. Perciak
Mayor

City of Strongsville

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www.strongsville.org

Office of the Law Director

RECEIVED

OCT 4 2021

MAYOR'S OFFICE
CITY OF NORTH ROYALTON

September 30, 2021

The Hon. Mayor Larry Antoskiewicz
City of North Royalton
14600 State Road
North Royalton, OH 44133

Re: Seventh Amendment to Agreement for Public Safety Dispatch Services

Dear Mayor Antoskiewicz:

As a follow-up to the recent meeting with Mayor Thomas Perciak on Wednesday, September 29, 2021 in connection with the referenced matter, please find enclosed a *Seventh Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio*.

Please return this Amendment back to my office after it has been fully executed by your City, together with a copy of North Royalton's authorizing Ordinance. If you should have any questions, please do not hesitate to contact us.

Thank you for your courtesy in this matter.

Cordially,

Neal M. Jamison
Law Director

NMJ:ns
Enclosure

cc: Thomas A. Kelly, Esq., Law Director, City of North Royalton
Mayor Thomas P. Perciak
Joseph K. Dubovec, Director of Finance
David E. Sems, Director of Comm. & Technology
Charles Goss, Director of Public Safety
Mark Fender, Chief of Police

**SEVENTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF NORTH ROYALTON, OHIO**

THIS SEVENTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ____ day of _____, _____, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF NORTH ROYALTON**, Ohio, hereinafter designated as "Royalton".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on September 16, 2014, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2014-176; and

WHEREAS, thereafter on February 23, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-023; and

WHEREAS, additionally, thereafter on March 21, 2017, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and

WHEREAS, additionally, thereafter on March 5, 2018, the parties entered into a *Fourth Amendment to Agreement* providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-025; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by North Royalton, from the rate of pay set forth in the Fourth Amendment To Agreement between the parties; and

WHEREAS, however, for the year 2020, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and

WHEREAS, for the year 2021, the parties entered into a *Sixth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven (7) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-029; and

WHEREAS, now based upon eight (8) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(E) of the Agreement be and is hereby amended to read in part as follows:

* * *

“E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation. For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation. For the period of operation from January 1, 2016 through February 29, 2016, Royalton will pay Strongsville at the same rate of Thirty-Eight Thousand Dollars (\$38,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Royalton will pay Strongsville at an increased rate of Thirty-Nine Thousand Five Hundred Twenty Dollars (\$39,520.00) per

month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand Two Hundred Dollars (\$471,200.00) for such third year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Royalton will pay Strongsville at an increased rate of Forty-Two Thousand Fifteen Dollars (\$42,015.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Four Thousand One Hundred Eighty-Four Dollars (\$504,184.00) for such fourth year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Royalton will pay Strongsville at an increased rate of Forty-Four Thousand Five Hundred Thirty-Six and 25/100 Dollars (\$44,536.25) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Thirty-Four Thousand Four Hundred Thirty-Five Dollars (\$534,435.00) for such fifth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, North Royalton will pay Strongsville at an increased rate of pay of Forty-Seven Thousand Two Hundred Eight and 42/100 Dollars (\$47,208.42) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Sixty-Six Thousand Five Hundred One and 04/100 Dollars (\$566,501.04) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, North Royalton will pay Strongsville at an increased rate of pay of Fifty Thousand Forty and 92/100 Dollars (\$50,040.93) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thousand Four Hundred Ninety-One and 04/100 Dollars (\$600,491.16) for such year of operation. **For the period of operation from January 1, 2022 to December 31, 2022, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Two Thousand Nine Hundred Seventeen and 00/100 Dollars (\$52,917.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thirty-Five Thousand Four and 00/100 Dollars (\$635,004.00) for such year of operation. ”**

* * *

2. This Seventh Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2022 only as specifically set forth herein. All rights and obligations of Strongsville and Royalton under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Seventh Amendment to Agreement shall be binding upon Strongsville and Royalton and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:

CITY OF NORTH ROYALTON
("Royalton")

By: _____
Larry Antoskiewicz, Mayor

CITY OF STRONGSVILLE
("Strongsville")

By: _____
Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

Date

Finance Director, City of North Royalton

CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF NORTH ROYALTON

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ____ day of _____, _____.

Thomas A. Kelly, Law Director

CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF STRONGSVILLE

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ____ day of _____, _____.

Neal M. Jamison, Law Director