

# January 2022

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

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
JANUARY 4, 2022**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

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**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. Authorizing the Mayor and Community Development Director to advertise for bids for the Memorial Park Splash Pad and Shelter.
  - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a C1, C2, and D6 stock permit for Speedway LLC, 9191 Royalton Road, North Royalton, Ohio 44133.
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Vos
Storm Water	Linda Barath
Streets	Joanne Krejci
Utilities	Dawn Carbone-McDonald
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	John Nickell
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.**
2. **21-194** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 12 PLANNING AND ZONING CODE, CHAPTER 1260 GENERAL PROVISIONS AND DEFINITIONS, 1260.07 DEFINITIONS AND PART 12 PLANNING AND ZONING CODE, CHAPTER 1276 BUSINESS DISTRICTS, SECTION 1276.03 USE REGULATIONS FOR LOCAL BUSINESS DISTRICTS, AND DECLARING AN EMERGENCY. **First reading December 7, 2021 and referred to Building and Building Codes. Second reading December 21, 2021.**

3. **21-195** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1248 IMPROVEMENTS, SECTION 1248.01 SUBDIVISION IMPROVEMENTS REQUIRED BEFORE FINAL APPROVAL AND SECTION 1248.02 REQUIRED SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS, AND DECLARING AN EMERGENCY. **First reading December 7, 2021 and referred to Building and Building Codes. Second reading December 21, 2021.**

#### **SECOND READING CONSIDERATION**

1. **21-213** - AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF PERMANENT PARCEL NUMBERS 482-27-001 AND 482-27-008 FROM ITS PRESENT RESEARCH OFFICE (RO) ZONING CLASSIFICATION TO RESIDENTIAL (R1B) ZONING CLASSIFICATION AS REQUESTED BY PROPERTY OWNER RUSSELL SPOSIT (CWP ENTERPRISES, LLC), AND DECLARING AN EMERGENCY. **First reading December 21, 2021 and referred to Planning Commission and Building and Building Codes Committee.**

#### **FIRST READING CONSIDERATION**

1. **22-01** - AN ORDINANCE ENACTED BY THE CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OHIO HEREINAFTER REFERRED TO AS THE MUNICIPALITY THAT REQUESTS THE COOPERATION OF THE COUNTY OF CUYAHOGA, OHIO, HEREINAFTER REFERRED TO AS THE COUNTY, IN THE MATTER OF THE HEREINAFTER DESCRIBED IMPROVEMENT (WEST 130TH STREET BRIDGE 02.26 OVER THE EAST BRANCH OF THE ROCKY RIVER IN THE CITIES OF NORTH ROYALTON AND STRONGSVILLE), AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

AN ORDINANCE ENACTED BY THE CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OHIO  
HEREINAFTER REFERRED TO AS THE MUNICIPALITY THAT REQUESTS THE COOPERATION OF  
THE COUNTY OF CUYAHOGA, OHIO, HEREINAFTER REFERRED TO AS THE COUNTY, IN THE  
MATTER OF THE HEREINAFTER DESCRIBED IMPROVEMENT (WEST 130TH STREET BRIDGE  
02.26 OVER THE EAST BRANCH OF THE ROCKY RIVER IN THE CITIES OF NORTH ROYALTON  
AND STRONGSVILLE), AND DECLARING AN EMERGENCY

WHEREAS: The MUNICIPALITY has recognized the need for and proposes the improvement of a portion  
of public highway which is described as follows:

**The replacement of West 130th Street Bridge 02.26 over the East Branch of the Rocky  
River in the Cities of North Royalton and Strongsville.**

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

Section 1. CONSENT

1. It is declared to be in the public interest that the consent of said MUNICIPALITY be and such  
consent is hereby given to the COUNTY to participate in the cost of construction of the  
above-described improvement.

Section 2. COOPERATION

1. The MUNICIPALITY will cooperate with the COUNTY in the replacement of West 130th  
Street Bridge 02.26 over the East Branch of the Rocky River in the Cities of North Royalton  
and Strongsville.
2. The COUNTY will arrange for the preparation of construction plans and specifications,  
including necessary engineering reports for the improvement, under current Cuyahoga County  
standards for construction of County roads and bridges.
3. The COUNTY will arrange for the supervision and administration of the construction project.

Section 3. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the  
improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the  
COUNTY portion of the project.

Section 4. MAINTENANCE

Upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open  
to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto  
and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the  
COUNTY and hold said right-of-way inviolate for public highway purposes and permit no  
signs, posters, billboards, roadside stands or other private installations within the right-of-way  
limits; and
3. The COUNTY shall continue to maintain the structural elements of any bridge (defined as a  
structure with a span of twenty feet or greater) located within the limits of the improvement in  
accordance with applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain  
post-construction Best Management Practices as outlined in the Municipal Storm Water  
Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

Section 5. TRAFFIC

Upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. The street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four- way Stop" as provided in the aforesaid Manual are met; and
4. No rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:  
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

Section 6. RIGHT-OF-WAY

1. All existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. In the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

Section 7. UTILITIES

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the said improvement and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any construction called for by the plans of said improvement and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.
2. The COUNTY will pay the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. The MUNICIPALITY shall cooperate with the COUNTY to, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. The construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

Section 8. MISCELLANEOUS

1. If the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. The MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For the purpose of this Ordinance, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By enacting this Ordinance, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

Section 9. AUTHORITY TO SIGN

1. The Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. The Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the COUNTY for approval to use County Motor Vehicle License Tax Funds for the improvement.

Section 10. 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 11. 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 expedite highway improvements to promote highway safety.

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

YEAS:

NAYS:

\*\*\*\*\*

**CERTIFICATE OF COPY**

**State of Ohio** )  
**County of Cuyahoga** ) **SS.**  
**City of North Royalton** )

I, Dana A. Schroeder, as Clerk of the City of North Royalton, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. \_\_\_\_\_, Page No. \_\_\_\_\_.

**IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this**  
\_\_\_\_\_ **day of** \_\_\_\_\_, **2022.**

\_\_\_\_\_  
Clerk, City of North Royalton, Ohio

MUNICIPAL SEAL



Cuyahoga County  
Together We Thrive

Department of Public Works

December 28, 2021

The Honorable Mayor Larry Antoskiewicz  
City of North Royalton  
14600 State Road  
North Royalton, Ohio 44133

RE: Replacement of West 130<sup>th</sup> Street Bridge 02.26 over the East Branch of the Rocky River in the Cities of North Royalton and Strongsville  
County ID No. 1273

Dear Mayor Antoskiewicz:

County Council has approved the public convenience and welfare for the above referenced culvert replacement project. The County is willing to cooperate to the extent set forth in the enclosed agreement.

Enclosed herein please find:

1. One (1) copy of the Agreement of Cooperation between the County of Cuyahoga, Ohio, and the City of North Royalton; and
2. One (1) copy of the Ordinance of Consent; and
3. One (1) copy of the Motor Vehicle License Tax Application MPD 1-72.

Please properly execute and return all documents to this office for further processing. We request that you do not alter the enclosures. **Please note that all processed documents must contain original signatures (signed in ink—no photocopied signatures, please). The Ordinance should bear a municipal seal or certification stamp. Please fill out only Part E on the License Tax Application.**

If you would like an electronic copy of the enclosed documents, or if you have specific questions regarding the above, please email June Gauss, Sr. Project Manager at [jgauss@cuyahogacounty.us](mailto:jgauss@cuyahogacounty.us).

Sincerely,

Nichole English, Chief Planning and Programming Administrator  
Department of Public Works

Enclosures – as noted

cc:

CCDPW: B. Finn, R. Mileti, Project No. 1273

City of North Royalton: Haselton, Cinquepalmi, Dean, Schroeder



## AGREEMENT

### **Between the County of Cuyahoga, Ohio, and the City of North Royalton for the Replacement of West 130<sup>th</sup> Street Bridge 02.26 over the East Branch of the Rocky River in the Cities of North Royalton and Strongsville**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Cuyahoga, Ohio (the "COUNTY") and the City of North Royalton (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. \_\_\_\_\_, adopted by Council of the City of North Royalton on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### **WITNESSETH:**

**WHEREAS**, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The replacement of West 130th Street Bridge 02.26 over the East Branch of the Rocky River in the Cities of North Royalton and Strongsville.

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

#### **A. CONSENT**

That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the above-described improvement.

#### **B. COOPERATION**

1. That the MUNICIPALITY will cooperate with the COUNTY in the replacement of West 130th Street Bridge 02.26 over the East Branch of the Rocky River in the Cities of North Royalton and Strongsville.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction contract.

**C. FUNDING**

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.

**D. MAINTENANCE**

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

**E. TRAFFIC**

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where

traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and

4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:  
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

**F. RIGHT-OF-WAY**

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

**G. UTILITIES**

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the said improvement and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any construction called for by the plans of said improvement and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will pay the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. The MUNICIPALITY shall cooperate with the COUNTY to, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.

4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

#### **H. MISCELLANEOUS**

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By entering into this Agreement, I agree on behalf of the Village of Valley View to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the day and year mentioned above.

**City of North Royalton**

\_\_\_\_\_  
**Mayor**

**County of Cuyahoga, Ohio**

By: \_\_\_\_\_  
**Armond Budish, County Executive**

