

December 2022

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

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
DECEMBER 6, 2022**

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: November 15, 2022
 - 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	John Nickell
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Wos
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

SECOND READING CONSIDERATION

- 1. **22-181 - AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NORTH ROYALTON, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2023. First reading November 15, 2022 and referred to Finance Committee.**

FIRST READING CONSIDERATION

- * 1. **22-182 - A RESOLUTION COMMENDING SCOTT ALLEN SOPATA II ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT.**
- * 2. **22-183 - A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF JEFF HASTINGS AS A MEMBER OF THE CITY OF NORTH ROYALTON'S CIVIL SERVICE COMMISSION, AND DECLARING AN EMERGENCY.**

- * 3. **22-184** - A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MARK VITTARDI AS A MEMBER OF THE CITY OF NORTH ROYALTON BOARD OF ZONING APPEALS, AND DECLARING AN EMERGENCY.
- * 4. **22-185** - A RESOLUTION APPROVING THE APPLICATION OF CMW TRUST/STERLING MARTY TRUSTEE FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT, AND DECLARING AN EMERGENCY.
- * 5. **22-186** - A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION ON BEHALF OF THE CITY OF NORTH ROYALTON FOR COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM IN THE AMOUNT OF \$50,000 FOR FISCAL YEAR 2023, ACCEPTING SAID GRANT IF AWARDED, REQUESTING THE CUYAHOGA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT PERMISSION TO PARTICIPATE IN A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, AND DECLARING AN EMERGENCY.
- 6. **22-187** - AN ORDINANCE AUTHORIZING A ONE YEAR EXTENSION OF THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM'S CONTRACT WITH PORTS PETROLEUM FOR THE PURCHASE OF FUEL FOR THE 2023 SEASON, AND DECLARING AN EMERGENCY.
- 7. **22-188** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AS AMENDED BY ORDINANCES 22-21, 22-34, 22-53, 22-74, 22-88, 22-97, 22-119, 22-145, 22-173 AND 22-180 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
- 8. **22-189** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EIGHTH 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.
- 9. **22-190** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FLOCK SAFETY FOR FLOCK FALCON CAMERAS, INSTALLATION AND PROFESSIONAL SERVICES FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$28,500.00, WITH AN ANNUAL PROFESSIONAL SERVICES COST OF \$25,000.00, AND DECLARING AN EMERGENCY.
- 10. **22-191** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SENIOR TRANSPORTATION CONNECTION, AND DECLARING AN EMERGENCY.
- 11. **22-192** - AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH VERIZON WIRELESS FOR CELLULAR SERVICE, INCLUDING MONTHLY ACCESS FEES, AND EQUIPMENT CHARGES FOR ONE HUNDRED (100) ESTIMATED LINES FOR YEARS 2023 AND 2024 FOR AN AMOUNT NOT TO EXCEED \$80,000.00, AND DECLARING AN EMERGENCY.
- 12. **22-193** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 14 BUILDING AND HOUSING CODE, TITLE SIX MISCELLANEOUS BUILDING REGULATIONS BY CREATING A NEW CHAPTER 1477 ENTITLED REGULATIONS FOR THE USE AND INSTALLATION OF SOLAR ENERGY SYSTEMS, AND DECLARING AN EMERGENCY.
- 13. Miscellaneous.
- 14. Adjournment.

RESOLUTION NO. 22-182

INTRODUCED BY: Marnecheck, Nickell, Barath, Krejci, Dietrich,
Carbone-McDonald, Wos, Mayor Antoskiewicz

A RESOLUTION COMMENDING SCOTT ALLEN SOPATA II ON THE
ATTAINMENT OF THE RANK OF EAGLE SCOUT

WHEREAS: The purpose of the Boy Scouts of America is to provide an educational program for boys and young adults to build character, to train in the responsibilities of participating in citizenship and to develop leadership skills; and

WHEREAS: By earning his Eagle Scout Badge, Scott Allen Sopata II of Troop 526 joins the small percentage of young men who achieve this designation, illustrating that it takes a uniquely motivated individual to strive to embody the principles of the Scout Oath and Law in daily life; and

WHEREAS: Scott has exhibited a commitment to the scouting principles of honesty, fairness and service to the community and has conducted himself in a manner becoming an Eagle Scout; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to honor Scott on this prestigious occasion.

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

Section 1. The Council and the Mayor of the City of North Royalton commend Scott Allen Sopata II on obtaining the rank of Eagle Scout and recognize him for his diligence, determination and dedication in pursuing the highest honor awarded by the Boy Scouts of America.

Section 2. A copy of this Resolution shall be presented to Scott in honor of this well deserved recognition.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 22-183

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF JEFF HASTINGS
AS A MEMBER OF THE CITY OF NORTH ROYALTON'S CIVIL SERVICE COMMISSION,
AND DECLARING AN EMERGENCY

WHEREAS: The Mayor has reappointed Jeff Hastings as a member of the City of North Royalton's Civil Service Commission; 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 reappointment of Jeff Hastings as a member of the City of North Royalton's Civil Service Commission effective October 5, 2022.

Section 2. The term of said appointment shall expire on October 4, 2028.

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

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

RESOLUTION NO. 22-184

INTRODUCED BY: Mayor Antoskiewicz

**A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MARK VITTARDI AS A
MEMBER OF THE CITY OF NORTH ROYALTON BOARD OF ZONING APPEALS,
AND DECLARING AN EMERGENCY**

WHEREAS: The Mayor has reappointed Mark Vittardi as a member of the City of North Royalton Board of Zoning Appeals; and

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

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

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

Section 1. Council hereby confirms the reappointment of Mark Vittardi as a member of the City of North Royalton Board of Zoning Appeals effective November 6, 2022.

Section 2. The term of said appointment shall expire on November 5, 2025.

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

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

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

A RESOLUTION APPROVING THE APPLICATION OF CMW TRUST/STERLING MARTY TRUSTEE FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT, AND DECLARING AN EMERGENCY

- WHEREAS: CMW Trust/Sterling Marty Trustee of 19345 Ridge Road, North Royalton, Ohio 44133 has made an application for placement of farmland in an Agricultural District in accordance with Ohio Revised Code Section 929.02; and
- WHEREAS: The location of the subject property is 19345 Ridge Road, North Royalton, Ohio, which property has been designated as Permanent Parcel Number 486-11-004 and is composed of approximately 139 acres; and
- WHEREAS: CMW Trust/Sterling Marty Trustee has filed the aforementioned application in accordance with the provisions of Chapter 929 of the Ohio Revised Code; and
- WHEREAS: Council has reviewed all evidence pertaining to this application and has conducted a public hearing on same as required by law; and
- WHEREAS: Council desires to approve this application.

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

Section 1. The Council of the City of North Royalton, pursuant to Ohio Revised Code Section 929.02, hereby approves the application of CMW Trust/Sterling Marty Trustee for placement of farmland in an Agricultural District for the above described property which is composed of approximately 139 acres.

Section 2. The placement of the subject property in an Agricultural District shall be for a period of five (5) years.

Section 3. The Director of Legislative Services is hereby authorized and directed to forward a copy of this Resolution to CMW Trust/Sterling Marty Trustee by certified mail, return receipt requested, within five (5) days of this approval.

Section 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary for the proper processing of this application.

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:

RESOLUTION NO. 22-186

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION ON BEHALF OF THE CITY OF NORTH ROYALTON FOR COMMUNITY DEVELOPMENT SUPPLEMENTAL GRANT PROGRAM IN THE AMOUNT OF \$50,000 FOR FISCAL YEAR 2023, ACCEPTING SAID GRANT IF AWARDED, REQUESTING THE CUYAHOGA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT PERMISSION TO PARTICIPATE IN A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton desires to participate in the 2023 fiscal year Community Development Supplemental Grant Program administered by Cuyahoga County Department of Community Development; and

WHEREAS: A grant application from the city must be authorized by Council and submitted by the city administration; and

WHEREAS: Council desires to authorize this grant application.

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

Section 1. The Mayor is hereby authorized to submit an application to participate in fiscal year 2023 grant funding from the Community Development Supplemental Grant Program, and, if awarded, to accept such grant on behalf of the city, all to assist with the funding of the proposed Memorial Park all-purpose trail.

Section 2. The City of North Royalton hereby requests that the Cuyahoga County Department of Community Development accept said Grant Application in the amount of \$50,000 from the city to assist with the funding of the proposed Memorial Park all-purpose trail project.

Section 3. The Community Development Director is hereby ordered to attach a copy of this Resolution to the Application for Assistance.

Section 4. 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 5. 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 the application authorized herein must be received by the Cuyahoga County Community Development Department prior to its filing deadline.

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:

AN ORDINANCE AUTHORIZING A ONE YEAR EXTENSION OF THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM’S CONTRACT WITH PORTS PETROLEUM FOR THE PURCHASE OF FUEL FOR THE 2023 SEASON, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton is authorized to purchase fuel through its membership in the Joint Municipal Improvement Consortium (JMIC) at a lower rate than if purchased on the open market; and
- WHEREAS: Council adopted Ordinance 21-185 accepting the bid of Ports Petroleum through the JMIC, for the purchase of fuel for the City of North Royalton for the 2022 season with an optional second year renewal; and
- WHEREAS: The bids submitted to the JMIC 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 extended contract price of Ports Petroleum for fuel for the 2023 season; and
- WHEREAS: The city is purchasing this product at a cost which meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204.

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

- Section 1. Council hereby accepts the extended contract price of Ports Petroleum, through the Joint Municipal Improvement Consortium, for the purchase of fuel for the City of North Royalton 2023 season which is in accordance with the specifications on file in the Office of the Service Director.
- Section 2. The Mayor is hereby authorized and directed to enter into a contract on behalf of the City of North Royalton with Ports Petroleum, 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 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Ports Petroleum.
- 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 fuel 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 – Joanne Krejci, Chair
Linda Barath, Vice Chair
Paul Marnecheck

FROM: Nick Cinquepalmi, Service Director

DATE: November 18, 2022

RE: 2023 Fuel Bid Recommendation

Please find attached bid tabulation from the Consortium bid opening on November 17, 2021 for the 2022-2023 Fuel Bid Program.

I am recommending the City of North Royalton exercise the second-year renewal option with Ports Petroleum for the contract term of 1/1/23-12/31/23 for Supplying Gasoline & Diesel Fuel.

If there are any questions, do not hesitate to contact me. Thanks.

/aca

Encl.

c: Mayor Larry Antoskiewicz
Dana Schroeder, Legislative Director
File

CONSORTIUM BID TABULATION:
SUPPLYING GASOLINE & DIESEL FUEL

Year 1 Contract Term: 1/1/22-12/31/22
Year 2 Contract Term: 1/1/23-12/31/23
Bid Opening: November 17, 2021 9:00 a.m.
Present: Becki Riser, City of Brecksville, Jessi Still, City of Brecksville, Gus Katsas, Petroleum Traders

Total Cost per Gallon Calculation: Sample OPIS average + Bid Differential + Sample Taxes & Fees	PETROLEUM TRADERS (same pricing Year 1 & 2)	(Using Sample Data Provided on Bid Form)	PORTS PETROLEUM (different pricing Year 1 & 2)	(Using Sample Data Provided on Bid Form)	MANSFIELD OIL CO. (different pricing Year 1 & 2)	(Using Sample Data Provided on Bid Form)
	Price Differential (Add)	Total SampleCost/ Gallon	Price Differential (Add)	Total SampleCost/ Gallon	Price Differential (Add)	Total SampleCost/ Gallon
NO LEAD REGULAR GRADE GASOLINE, 87 OCTANE, w/ 10% Ethanol Blend						
Transport	(0.0298)	2.5892	Year 1: (0.0084) Year 2: (0.0089)	Year 1: 2.6106 Year 2: 2.6101	Year 1: .0146 Year 2: 0.0205	Year 1: 2.6336 Year 2: 2.6395
Tankwagon	NO BID	NO BID	Year 1: .0890 Year 2: .0890	Year 1: 2.7080 Year 2: 2.7980	NO BID	NO BID
Product Bid	Marathon, Musket, Global, Husky, etc.		Various		No lead regular grade gasoline, 87 Octane w/ 10% ethanol blend.	
Name & Location of Refiner	Marathon, Cleveland, OH		Various		Marathon Terminal - Brecksville, OH	
ULTRA LOW SULFUR #2 DIESEL						
Transport	0.0097	2.7651	Year 1: (0.0074) Year 2: (0.0074)	Year 1: 2.7480 Year 2: 2.7480	Year 1: 0.0061 Year 2: 0.0124	Year 1: 2.7615 Year 2: 2.7678
Tankwagon	NO BID	NO BID	Year 1: .0890 Year 2: .0890	Year 1: 2.8444 Year 2: 2.8444	NO BID	NO BID
Product Bid	Marathon, Musket, Global, Husky, etc.		Various		Ultra Low Sulfur #2 Diesel	
Name & Location of Refiner	Marathon, Cleveland, OH		Various		Marathon Terminal - Brecksville, OH	
TRANSPORT DELIVERY MINIMUM ORDER/GALLONS						
Gasoline	7500		8500		8500	
Diesel	7500		7500		7500	
TANKWAGON DELIVERY MINIMUM ORDER/GALLONS						
Gasoline	NO BID		4,500 or less		NO BID	
Diesel	NO BID		4,500 or less		NO BID	
EXCEPTIONS	Due to ongoing shortage of drivers for common carriers, Petroleum Traders may request 48 hrs for delivery in event that no carriers are available to deliver within 24 hrs.		Diesel Cetane Min. 40 per ASTM D975.		None	
REQUIRED DOCUMENTS SUBMITTED	Yes		Yes		Yes	

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 21-184 AS AMENDED BY ORDINANCES 22-21, 22-34, 22-53, 22-74, 22-88, 22-97, 22-119, 22-145, 22-173 AND 22-180 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 21-184 as amended by Ordinances 22-21, 22-34, 22-53, 22-74, 22-88, 22-97, 22-119, 22-145, 22-173 and 22-180 for the fiscal year ending December 31, 2022 by transferring and making additional appropriations and providing for transfers between 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. To provide for the current expenses and other expenditures for the City of North Royalton, Ohio for the fiscal year ending December 31, 2022, the following sums be and they are hereby appropriated as itemized on Exhibit A attached hereto and incorporated herein as if fully rewritten.

Section 2. The attached Exhibit A includes the following inter-fund transfers:

General Fund	Police Facility Fund	\$ 590,000.00	Operating
General Fund	EMS Levy Fund	2,178,000.00	Operating
General Fund	SCMR Fund	850,000.00	Operating
General Fund	NOPEC Grant Fund	99,000.00	Operating
General Fund	Enterprise Zone Fund	37,200.00	Operating
General Fund	Police Pension Fund	376,500.00	Operating
General Fund	Fire Pension Fund	629,000.00	Operating
General Fund	General Bond Retirement Fund	745,000.00	Debt Service
Street Construction, Maintenance and Repair Fund	Wastewater Maintenance Fund	184,287.00	Operating
NOPEC Grant Fund	General Fund	147,500.00	Advance (Repayment)
YMCA Special Revenue	General Bond Retirement Fund	428,000.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	209,837.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	235,838.00	Debt Service
Sprague Road Reconstruction Fund	General Bond Retirement Fund	17,887.00	Debt Service
Building Construction Bond Fund	General Fund	5,000.00	Operating

Section 3. A copy of this Ordinance shall be submitted by the Director of Finance to the Auditor of Cuyahoga County, Ohio and upon certification by said Auditor as required by law, the Director of Finance of this City is hereby authorized to draw his warrants upon the City Treasury for payment of any certification and vouchers therefore approved by the proper officers authorized by law to approve the same, or an Ordinance or Resolution of the Council to make such expenditures; provided, however, that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with the law or the Ordinances of this Council.

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.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

YEAS:

NAYS:

City of North Royalton
2022 Budget Amendment Detail - Proposed Budget Amendment 12/6/2022 - Council Meeting

General Fund #101	Police	Contractual Services	\$	650	A	\$	399,828.08	Estimated Monies for Remaining Electric Utility Expenses (2022)
General Fund #101	Animal Control	Contractual Services	\$	250	A	\$	5,052	Estimated Monies for Remaining Electric Utility Expenses (2022)
General Fund #101	Fire	Contractual Services	\$	6,700	A	\$	421,400	Estimated Monies for Remaining Electric & Gas Utility Expenses (2022)
General Fund #101	Parks & Recreation	Contractual Services	\$	5,000	A	\$	124,826	Estimated Monies for Remaining Electric Utility Expenses (2022)
General Fund #101	Community Development	Contractual Services	\$	(18,000)	A	\$	112,800	Offset - Utility (Gas and Electric) - Expenses (2022)
General Fund #101	Service Buildings & Grounds	Contractual Services	\$	1,350	A	\$	83,850	Estimated Monies for Remaining Gas Utility Expenses (2022)
General Fund #101	City Hall Building	Contractual Services	\$	4,050	A	\$	282,100	Estimated Monies for Remaining Electric Utility Expenses (2022)
General Fund #101	Mayor's Office	Contractual Services	\$	10,000	B	\$	42,200	Monies needed for estimated contractual services for Mayor (RFQ Process)
General Fund #101	City Hall Building	Personal Service	\$	(10,000)	B	\$	160,470	Offset for Mayor - Contractual Services
SCMR Fund #211	SCMR	Contractual Services	\$	5,000	C	\$	131,350	Monies needed for estimated remaining 2022 Vehicle Repairs (Contractual)
SCMR Fund #211	SCMR	Supply & Materials	\$	(32,105)	C,D,E	\$	639,695	Offset (From Road Repair Supplies) - Used for Other Equipment (Capital), Vehicle Maintenance Control (Contractual Service), and Snow Removal Wages (Personal Services)
SCMR Fund #211	SCMR	Capital Outlay	\$	2,105	D	\$	1,028,410	Monies needed for estimated remaining 2022 Capital Purchases (Other Equipment)
SCMR Fund #211	Snow Removal	Personal Services	\$	20,000	E	\$	95,550	Monies needed for estimated remaining 2022 Wages & Overtime related to Snow Removal
SCMR Fund #211	Snow Removal	Contractual Services	\$	5,000	C	\$	25,000	Monies needed for estimated remaining 2022 Vehicle Repairs (Contractual)
Wastewater Maintenance Fund #552	Storm Sewer & Drainage	Advance Out	\$	100,000	F	\$	100,000	When I started in December 2021, I determined that the Wastewater Maintenance Fund #552 did not have the monies available to have a positive ending fund balance, so Ordinance #21-201 (Amendment to 2021 Budget) was presented with a \$500,000 Advance from the Wastewater Treatment Fund #551 to the Wastewater Maintenance Fund #552. The Wastewater Maintenance Fund #552 does not have the ability to repay the advance all at once, so I am proposing to repay the advance over multiple years. This would be the first advance re-payment.
Building Construction Bond Fund #766	General Government	Other	\$	80,000	G	\$	323,836	Monies needed to refund Maintenance Guarantee Cash Bond and Subdivision Cash Bond - City Engineer, Justin Haselton will review and authorize final payment, but requested budget amendment in order to accommodate upcoming refund payment (Properly Encumber Monies).

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Proposed Amendment December 6, 2022	Total 2022 Appropriations
GENERAL FUND													
POLICE DEPARTMENT													
Personal Service	3,976,000.00		(74,827.43)			-	-	-	(1,175,301.56)	75,500.00	-	-	2,801,371.01
Contractual Services	319,611.00	30,240.00				23,641.08	-	-	-	-	25,686.00	650.00	A 399,828.08
Supply & Materials	168,200.00	38,680.00				-	27,500.00	-	-	-	-	-	234,380.00
Capital Outlay	14,500.00	53,500.00				-	-	-	15,000.00	-	(3,400.00)	-	79,600.00
Debt Service	147,000.00					-	-	-	-	-	-	-	147,000.00
Total Police Department	4,625,311.00	122,420.00	(74,827.43)	-	-	23,641.08	27,500.00	-	(1,160,301.56)	75,500.00	22,286.00	650.00	3,662,179.09
ANIMAL CONTROL													
Personal Service	172,300.00					-	-	-	2,500.00	-	-	-	174,800.00
Contractual Services	4,452.00	350.00				-	-	-	-	-	-	250.00	A 5,052.00
Supply & Materials	4,880.00	1,410.00				-	-	-	-	-	-	-	6,290.00
Capital Outlay	200.00					-	2,000.00	-	-	-	3,400.00	-	5,600.00
Total Animal Control Department	181,832.00	1,760.00	-	-	-	-	2,000.00	-	2,500.00	-	3,400.00	250.00	191,742.00
FIRE DEPARTMENT													
Personal Service	456,650.00	6,000.00	5,400.00			-	-	-	(179,000.00)	-	-	-	289,050.00
Contractual Services	355,700.00	59,000.00				-	-	-	-	-	-	6,700.00	A 421,400.00
Supply & Materials	114,500.00		8,900.00			-	-	-	-	-	-	-	123,400.00
Total Fire Department	926,850.00	65,000.00	14,300.00	-	-	-	-	-	(179,000.00)	-	-	6,700.00	833,850.00
POLICE AND FIRE COMMUNICATIONS													
Personal Service	388,550.00	-				-	-	-	-	-	-	-	388,550.00
Contractual Services	817,497.00	38,898.00				-	-	-	(125,000.00)	-	-	-	731,395.00
Supply & Materials	1,545.00					-	-	-	-	-	-	-	1,545.00
Capital Outlay	1,500.00					-	-	-	-	-	-	-	1,500.00
Total Police & Fire Comm	1,209,092.00	38,898.00	-	-	-	-	-	-	(125,000.00)	-	-	-	1,122,990.00
STREET LIGHTING													
Contractual Services	100,000.00					-	-	-	-	-	-	-	100,000.00
Total Street Lighting	100,000.00	-	-	-	-	-	-	-	-	-	-	-	100,000.00
CEMETERY DEPARTMENT													
Contractual Services	29,150.00			3,035.00									32,185.00
Supply & Materials	192,690.00								22,015.00				214,705.00
Capital Outlay	42,000.00	-			-						500.00		42,500.00
Total Cemetery Department	263,840.00	-	-	3,035.00	-	-	-	-	22,015.00	-	500.00	-	289,390.00
PARKS & RECREATION DEPARTMENT													
Personal Service	577,950.00	-	2,000.00			-	-	-	50,000.00	17,000.00	16,000.00	-	662,950.00
Contractual Services	92,121.00	-		14,205.00		3,500.00	-	-	10,000.00	-	-	5,000.00	A 124,826.00
Supply & Materials	145,960.00	10,000.00		(26,005.00)	5,000.00	-	-	-	-	-	-	-	134,955.00
Capital Outlay	80,000.00	5,000.00		22,800.00	15,000.00	10,000.00	15,000.00	-	(10,000.00)	10,000.00	-	-	147,800.00
Total Parks & Recreation Department	896,031.00	15,000.00	2,000.00	11,000.00	20,000.00	13,500.00	15,000.00	-	50,000.00	27,000.00	16,000.00	5,000.00	1,070,531.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Proposed Amendment December 6, 2022	Total 2022 Appropriations
PLANNING COMMISSION													
Personal Service	102,600.00												102,600.00
Contractual Services	9,600.00												9,600.00
Supply & Materials	850.00												850.00
Total Planning Commission	113,050.00	-	-	-	-	-	-	-	-	-	-	-	113,050.00
BOARD OF ZONING													
Personal Service	8,450.00												8,450.00
Contractual Services	3,500.00												3,500.00
Supply & Materials	950.00												950.00
Total Board of Zoning	12,900.00	-	-	-	-	-	-	-	-	-	-	-	12,900.00
BUILDING DEPARTMENT													
Personal Service	755,450.00												755,450.00
Contractual Services	127,000.00								(16,255.00)	(10,000.00)			100,745.00
Supply & Materials	23,800.00								8,000.00				31,800.00
Capital Outlay	46,200.00												46,200.00
Total Building Department	952,450.00	-	-	-	-	-	-	-	(8,255.00)	(10,000.00)	-	-	934,195.00
COMMUNITY DEVELOPMENT													
Personal Service	179,850.00		700.00										180,550.00
Contractual Services	105,800.00		25,000.00									(18,000.00) A	112,800.00
Supply & Materials	3,750.00												3,750.00
Capital Outlay	-												-
Total Community Development	289,400.00	-	25,700.00	-	-	-	-	-	-	-	-	(18,000.00)	297,100.00
RUBBISH COLLECTION													
Contractual Services	1,700,000.00					-	-	-	-	-	100,000.00	-	1,800,000.00
Total Rubbish Collection	1,700,000.00	-	-	-	-	-	-	-	-	-	100,000.00	-	1,800,000.00
SERVICE BUILDING AND GROUNDS													
Contractual Services	82,500.00											1,350.00 A	83,850.00
Supply & Materials	32,000.00												32,000.00
Total Service Bldg. & Grounds	114,500.00	-	-	-	-	-	-	-	-	-	-	1,350.00	115,850.00
MAYOR'S OFFICE													
Personal Service	271,200.00		750.00										271,950.00
Contractual Services	32,200.00											10,000.00 B	42,200.00
Supply & Materials	3,100.00												3,100.00
Capital Outlay	800.00												800.00
Total Mayor's Office	307,300.00	-	750.00	-	-	-	-	-	-	-	-	10,000.00	318,050.00
FINANCE DEPARTMENT													
Personal Service	340,700.00		4,715.00	50,000.00	(6,250.00)				(10,000.00)				379,165.00
Contractual Services	140,250.00	1,000.00											141,250.00
Supply & Materials	2,500.00												2,500.00
Capital Outlay	2,500.00			5,000.00									7,500.00
Total Finance Department	485,950.00	1,000.00	4,715.00	55,000.00	(6,250.00)	-	-	-	(10,000.00)	-	-	-	530,415.00

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance													
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Proposed Amendment December 6, 2022	Total 2022 Appropriations
LEGAL ADMINISTRATION													
Personal Service	376,200.00		5,000.00						55,000.00				436,200.00
Contractual Services	137,300.00												137,300.00
Supply & Materials	10,000.00												10,000.00
Capital Outlay	-		2,500.00										2,500.00
Total Legal Administration	523,500.00	-	7,500.00	-	-	-	-	-	55,000.00	-	-	-	586,000.00
ENGINEERING DEPARTMENT													
Personal Service	103,050.00		700.00										103,750.00
Contractual Services	234,250.00				(500.00)								233,750.00
Supply & Materials	500.00				500.00								1,000.00
Capital Outlay	3,500.00												3,500.00
Total Engineering	341,300.00	-	700.00	-	-	-	-	-	-	-	-	-	342,000.00
LEGISLATIVE													
Personal Service	343,500.00												343,500.00
Contractual Services	81,600.00												81,600.00
Supply & Materials	13,500.00												13,500.00
Capital Outlay	6,000.00												6,000.00
Total Legislative Activity	444,600.00	-	-	-	-	-	-	-	-	-	-	-	444,600.00
MAYOR'S COURT													
Personal Service	215,250.00												215,250.00
Contractual Services	44,200.00		9,275.00										53,475.00
Supply & Materials	1,100.00												1,100.00
Total Mayor's Court	260,550.00	-	9,275.00	-	-	-	-	-	-	-	-	-	269,825.00
CIVIL SERVICE													
Personal Service	5,050.00												5,050.00
Contractual Services	22,400.00						(200.00)						22,200.00
Supply & Materials	200.00						200.00						400.00
Total Civil Service	27,650.00	-	-	-	-	-	-	-	-	-	-	-	27,650.00
CITY HALL BUILDING													
Personal Service	245,650.00		700.00		(13,750.00)	(13,500.00)	(4,500.00)		(27,630.00)		(16,500.00)	(10,000.00) B	160,470.00
Contractual Services	231,550.00					36,500.00			10,000.00			4,050.00 A	282,100.00
Supply & Materials	16,000.00		6,000.00										22,000.00
Capital Outlay	15,000.00	40,000.00							(10,000.00)				45,000.00
Total City Hall Building	508,200.00	40,000.00	6,700.00	-	(13,750.00)	23,000.00	(4,500.00)	-	(27,630.00)	-	(16,500.00)	(5,950.00)	509,570.00
OTHER GENERAL GOVERNMENT													
Personal Services	7,500.00											175,000.00	182,500.00
Supply & Materials	265,000.00	75,000.00		20,000.00					14,270.00				374,270.00
Transfers-Out	4,717,200.00	1,036,500.00		99,000.00			295,000.00		318,500.00	(961,500.00)			5,504,700.00
Advances-Out	-												-
Total - Other General Government	4,989,700.00	1,111,500.00	-	119,000.00	-	-	295,000.00	-	332,770.00	(961,500.00)	175,000.00	-	6,061,470.00
TOTAL - GENERAL FUND	19,274,006.00	1,395,578.00	(3,187.43)	188,035.00	-	60,141.08	335,000.00	-	(1,047,901.56)	(869,000.00)	300,686.00	-	19,633,357.09

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Proposed Amendment December 6, 2022	Total 2022 Appropriations
ENFORCEMENT AND EDUCATIONAL FUND #205													
Personal Service	15,000.00								15,000.00				30,000.00
Supply & Materials	6,000.00												6,000.00
Total Enforcement & Education Fund	21,000.00	-	-	-	-	-	-	-	15,000.00	-	-	-	36,000.00
DRUG LAW ENFORCEMENT FUND #206													
Supply & Materials	200.00												200.00
Total Drug Law Enforcement Fund	200.00	-	-	-	-	-	-	-	-	-	-	-	200.00
POLICE FACILITY OPERATING FUND #207													
Personal Service	985,000.00								40,000.00	16,500.00			1,041,500.00
Contractual Services	13,450.00	9,225.00											22,675.00
Supply & Materials	59,435.00	4,000.00								16,500.00			79,935.00
Capital Outlay	1,500.00												1,500.00
Total Police Facility Operating Fund	1,059,385.00	13,225.00	-	-	-	-	-	-	40,000.00	33,000.00	-	-	1,145,610.00
LAW ENFORCEMENT TRUST FUND #208													
Contractual Service	1,500.00										4,000.00		5,500.00
Supply & Materials	5,500.00												5,500.00
Capital Outlay	37,500.00										(4,000.00)		33,500.00
Total Law Enforcement Trust Fund	44,500.00	-	-	-	-	-	-	-	-	-	-	-	44,500.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209													
Personal Service	3,404,000.00		14,275.00						178,000.00				3,596,275.00
Contractual Services	77,000.00		400.00							(6,000.00)			71,400.00
Supply & Materials	41,800.00		2,350.00							6,000.00			50,150.00
Total EMS Levy Fund	3,522,800.00	-	17,025.00	-	-	-	-	-	178,000.00	-	-	-	3,717,825.00
MOTOR VEHICLE LICENSE FUND #210													
Street Repair	225,000.00												225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	-	-	-	-	-	-	-	-	-	225,000.00
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211													
Signals & Signs													
Contractual Services	65,000.00												65,000.00
Supply & Materials	25,000.00												25,000.00
	90,000.00	-	-	-	-	-	-	-	-	-	-	-	90,000.00
Street Reconstruction													
Contractual Service	200,000.00				-				(40,000.00)				160,000.00
Capital Outlay	1,775,000.00	(475,000.00)			(68,615.00)				(133,905.00)				1,097,480.00
	1,975,000.00	(475,000.00)	-	-	(68,615.00)	-	-	-	(173,905.00)	-	-	-	1,257,480.00
Street Construction, Maintenance & Repair													
Personal Service	1,955,800.00								75,000.00				2,030,800.00
Contractual Services	126,350.00											5,000.00 C	131,350.00
Supply & Materials	521,800.00						150,000.00					(32,105.00) C,D,E	639,695.00
Capital Outlay	432,400.00	475,000.00							118,905.00			2,105.00 D	1,028,410.00
Transfer Out	-				184,287.00								184,287.00
													-
	3,036,350.00	475,000.00	-	-	184,287.00	-	150,000.00	-	193,905.00	-	-	(25,000.00)	4,014,542.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

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Snow Removal													
Personal Service	45,550.00								30,000.00			20,000.00	95,550.00
Contractual Services	20,000.00											5,000.00	25,000.00
Supply & Materials	454,000.00								(50,000.00)				404,000.00
Capital Outlay	-												-
	519,550.00	-	-	-	-	-	-	-	(20,000.00)	-	-	25,000.00	524,550.00
Total SCMR Fund	5,620,900.00	-	-	-	115,672.00	-	150,000.00	-	-	-	-	-	5,886,572.00
STATE HIGHWAY FUND #212													
Traffic Signals & Marking													
Contractual Services	25,000.00	-	-	-	-	-	-	-	-	-	-	-	25,000.00
Street Maintenance & Repair													
Operating Supplies	30,000.00	-	-	-	-	-	-	-	-	-	-	-	30,000.00
Snow & Ice Removal													
Supply & Materials	70,000.00	-	-	-	-	-	-	-	-	-	-	-	70,000.00
Total State Highway Fund	125,000.00	-	-	-	-	-	-	-	-	-	-	-	125,000.00
CITY INCOME TAX FUND #213													
Contractual Services	500,000.00				-	-	-	-	-	180,000.00	-	-	680,000.00
Total City Income Tax Fund	500,000.00	-	-	-	-	-	-	-	-	180,000.00	-	-	680,000.00
POLICE LEVY FUND #215													
Personal Services	1,130,000.00		(100,000.00)										1,030,000.00
Contractual Services	2,000.00												2,000.00
Capital Outlay	264,500.00		124,720.00										389,220.00
Total Police Levy Fund	1,396,500.00	-	24,720.00	-	-	-	-	-	-	-	-	-	1,421,220.00
FIRE LEVY FUND #216													
Personal Service	980,000.00												980,000.00
Total Fire Levy Fund	980,000.00	-	-	-	-	-	-	-	-	-	-	-	980,000.00
RECYCLING GRANT FUND #217													
Contractual Services	6,000.00												6,000.00
Total Recycling Grant Fund	6,000.00	-	-	-	-	-	-	-	-	-	-	-	6,000.00
OFFICE ON AGING FUND #219													
Personal Services	148,750.00					(26,450.00)			(25,000.00)		(10,000.00)		87,300.00
Contractual Services	48,250.00	7,500.00				7,800.00							63,550.00
Supply & Materials	11,550.00					(4,000.00)							7,550.00
Capital Outlay	800.00					22,650.00					(20,000.00)		3,450.00
Total Office on Aging Fund	209,350.00	7,500.00	-	-	-	-	-	-	(25,000.00)	-	(30,000.00)	-	161,850.00
NOPEC GRANT FUND #221													
Contractual Services	-						505.00						505.00
Capital Outlay	140,000.00	(50,000.00)		121,000.00			(505.00)						210,495.00
Advance Out	-			147,500.00									147,500.00
Total NOPEC Grant Fund	140,000.00	(50,000.00)	-	268,500.00	-	-	-	-	-	-	-	-	358,500.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

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COURT COMPUTER FUND #236													
Contractual Services	5,000.00												5,000.00
Operating Supplies	5,000.00												5,000.00
Capital Outlay	-												-
Total Court Computer Fund	10,000.00	-	-	-	-	-	-	-	-	-	-	-	10,000.00
COMMUNITY DIVERSION PROGRAM FUND #237													
Personal Services	3,500.00									2,000.00			5,500.00
Contractual Services	2,000.00												2,000.00
Operating Supplies	450.00												450.00
Capital Outlay				2,500.00									2,500.00
Total Community Diversion Program Fund	5,950.00	-	-	2,500.00	-	-	-	-	-	2,000.00	-	-	10,450.00
ENTERPTISE ZONE FUND #239													
Contractual Services	38,800.00										(25,000.00)		13,800.00
Total Enterprise Zone Fund	38,800.00	-	-	-	-	-	-	-	-	-	(25,000.00)	-	13,800.00
YMCA SPECIAL REVENUE FUND #249													
Transfers-Out	428,000.00												428,000.00
Total YMCA Special Revenue Fund	428,000.00	-	-	-	-	-	-	-	-	-	-	-	428,000.00
LOCAL CORONAVIRUS RELIEF FUND #252													
Personal Service	-	1,667.05											1,667.05
Operating Supplies	-	-											-
Total Local Coronavirus Relief Fund	-	1,667.05	-	-	-	-	-	-	-	-	-	-	1,667.05
ARPA FEDERAL FUND #254													
Personal Service	1,574,827.00	-	74,827.43	-					12,574.56				1,662,228.99
Contractual Services	-	-	-	250,000.00									250,000.00
Capital Outlay	-	-	-	-									-
Total Local Coronavirus Relief Fund	1,574,827.00	-	74,827.43	250,000.00	-	-	-	-	12,574.56	-	-	-	1,912,228.99
ACCRUED BALANCES FUND #260													
Personal Service	150,000.00				-								150,000.00
Total Accrued Balances Fund	150,000.00	-	-	-	-	-	-	-	-	-	-	-	150,000.00
POLICE PENSION FUND #261													
Personal Service	670,670.00					-	-	-	26,500.00	-	-	-	697,170.00
Total Police Pension Fund	670,670.00	-	-	-	-	-	-	-	26,500.00	-	-	-	697,170.00
FIRE PENSION FUND #262													
Personal Service	782,277.00					-	-	-	74,000.00	-	-	-	856,277.00
Total Fire Pension Fund	782,277.00	-	-	-	-	-	-	-	74,000.00	-	-	-	856,277.00
GENERAL BOND RETIREMENT FUND #321													
Contractual Services	15,000.00	(15,000.00)											-
Operating Supplies	-	15,000.00											15,000.00
Debt Service - Interest	580,000.00						(15,000.00)						565,000.00
Debt Service - Principal	1,405,000.00						160,000.00						1,565,000.00
Total General Bond Retirement Fund	2,000,000.00	-	-	-	-	-	145,000.00	-	-	-	-	-	2,145,000.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Proposed Amendment December 6, 2022	Total 2022 Appropriations
SPECIAL ASSESSMENT FUND #341													
Contractual Service	2,000.00	(2,000.00)											-
Operating Supplies	-	2,000.00											2,000.00
Debt Service	125,000.00												125,000.00
Total Special Assessment Fund	127,000.00	-	-	-	-	-	-	-	-	-	-	-	127,000.00
SERVICE CAPITAL FUND #430													
Capital Outlay	75,000.00	91,715.00											166,715.00
Debt Service	-												-
Total Service Capital Fund	75,000.00	91,715.00	-	-	-	-	-	-	-	-	-	-	166,715.00
RECREATION CAPITAL IMPROVEMENT FUND #431													
Contractual Services	6,000.00	50,500.00					4,500.00	4,000.00					65,000.00
Capital Outlay	-	911,000.00			33,000.00								944,000.00
Total Rec Capital Improvement Fund	6,000.00	961,500.00	-	-	33,000.00	-	4,500.00	4,000.00	-	-	-	-	1,009,000.00
FUTURE CAPITAL IMPROVEMENT FUND #432													
Professional Services	-												-
Capital Outlay	-												-
Transfers-Out	209,837.00												209,837.00
Total Future Capital Improvement Fund	209,837.00	-	-	-	-	-	-	-	-	-	-	-	209,837.00
STORM AND SEWER DRAINAGE FUND #433													
Contractual Services	62,000.00												62,000.00
Capital Outlay	-						45,000.00	58,100.00					103,100.00
Total Storm & Sewer Drainage Fund	62,000.00	-	-	-	-	-	45,000.00	58,100.00	-	-	-	-	165,100.00
FIRE CAPITAL IMPROVEMENT FUND #434													
Contractual Service	37,000.00												37,000.00
Operating Supplies	1,000.00												1,000.00
Capital Outlay	131,000.00												131,000.00
Debt Service	107,813.00												107,813.00
Transfer Out	235,838.00												235,838.00
Advance Out	-												-
Total Fire Capital Improvement Fund	512,651.00	-	-	-	-	-	-	-	-	-	-	-	512,651.00
YMCA CAPITAL RESERVE FUND #437													
Contractual Services	30,000.00												30,000.00
Capital Outlay	-					30,000.00							30,000.00
Total YMCA Capital Imp Fund	30,000.00	-	-	-	-	30,000.00	-	-	-	-	-	-	60,000.00
EXCESSIVE LOAD FUND #444													
Contractual Services	-												-
Capital Outlay	-			-					5,000.00				5,000.00
Total Wallings Road Fund	-	-	-	-	-	-	-	-	5,000.00	-	-	-	5,000.00

CITY OF NORTH ROYALTON 2022 Amending Budget Ordinance													
	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Proposed Amendment December 6, 2022	Total 2022 Appropriations
WATER MAIN FUND #445													
Contractual Services	15,000.00												15,000.00
Operating Supplies	-												-
Capital Outlay	-												-
Total Water Main Fund	15,000.00	-	-	-	-	-	-	-	-	-	-	-	15,000.00
YMCA CAPITAL IMPROVEMENT FUND #449													
Contractual Services	-				-	-	-	-	-	-	-	-	-
Total YMCA Capital Imp Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
ISSUE 1 - SPRAGUE ROAD FUND #451													
Transfer Out	17,887.00												17,887.00
Total Issue 1 - Sprague Rd. Fund	17,887.00	-	-	-	-	-	-	-	-	-	-	-	17,887.00
ENERGY CONSERVATION PROJECT CAPITAL FUND #463													
Capital Outlay	-					2,740.61							2,740.61
Total Energy Conservation Project Capital Fund	-	-	-	-	-	2,740.61	-	-	-	-	-	-	2,740.61
TRADITIONS AT ROYALTON PLACE TIF #465													
Capital Outlay	250,000.00												250,000.00
Total Traditions at Royalton Place TIF#465	250,000.00	-	-	-	-	-	-	-	-	-	-	-	250,000.00
WASTEWATER TREATMENT FUND #551													
Sanitary Sewer Treatment													
Personal Services	1,332,500.00		43,395.00						50,000.00				1,425,895.00
Contractual Services	2,706,700.00	3,500.00	75,000.00	2,717,876.00					(175,000.00)				5,328,076.00
Supply & Materials	475,300.00								125,000.00				600,300.00
Capital Outlay	450,000.00												450,000.00
Advance Out	-												-
Total Wastewater Treatment Fund	4,964,500.00	3,500.00	118,395.00	2,717,876.00	-	-	-	-	-	-	-	-	7,804,271.00
WASTEWATER MAINTENANCE FUND #552													
Storm Sewer & Drainage Maintenance													
Personal Service	710,500.00		24,671.00						(65,000.00)	25,000.00			695,171.00
Contractual Services	444,600.00												444,600.00
Supply & Materials	189,500.00												189,500.00
Capital Outlay	640,000.00												640,000.00
Advance Out												100,000.00	100,000.00
Total Stormwater & Drainage	1,984,600.00	-	24,671.00	-	-	-	-	-	(65,000.00)	25,000.00	-	100,000.00	2,069,271.00
Wastewater Maintenance													
Personal Service	972,600.00								117,175.00	50,000.00			1,139,775.00
Contractual Services	377,200.00				(100,000.00)				-				277,200.00
Supply & Materials	327,200.00				100,000.00				(24,675.00)				402,525.00
Capital Outlay	203,000.00								(27,500.00)				175,500.00
Total Wastewater Maintenance	1,880,000.00	-	-	-	-	-	-	-	65,000.00	50,000.00	-	-	1,995,000.00
Total WW Maintenance Fund	3,864,600.00	-	24,671.00	-	-	-	-	-	-	75,000.00	-	100,000.00	4,064,271.00

CITY OF NORTH ROYALTON
2022 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2021-184	Approved Amendment Ord #2022-21	Approved Amendment Ord #2022-34	Approved Amendment Ord #2022-53	Approved Amendment Ord #2022-74	Approved Amendment Ord #22-88	Approved Amendment Ord #22-97	Approved Amendment Ord #22-119	Approved Amendment Ord #22-145	Approved Amendment Ord #22-173	Approved Amendment Ord #22-180	Proposed Amendment December 6, 2022	Total 2022 Appropriations
WASTEWATER DEBT SERVICE FUND #553													
Debt Service	1,165,800.00						105,000.00						1,270,800.00
Total WW Debt Service Fund	1,165,800.00	-	-	-	-	-	105,000.00	-	-	-	-	-	1,270,800.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555													
Capital Outlay	-						115,000.00						115,000.00
Transfers-Out	-	-											-
Total WW Repair & Replacem't	-	-	-	-	-	-	115,000.00	-	-	-	-	-	115,000.00
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710													
Personal Services	-												-
Contractual Service	-												-
Other Operating	-												-
Transfer-Out	-												-
Total OGBC Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
IMPROVEMENT HOLDING FUND #763													
Refunds	10,000.00		75,000.00										85,000.00
Total Improvement Holding Fund	10,000.00	-	75,000.00	-	-	-	-	-	-	-	-	-	85,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764													
Other	3,000.00						21,000.00						24,000.00
Total OBBS Fund	3,000.00	-	-	-	-	-	21,000.00	-	-	-	-	-	24,000.00
BUILDING CONSTRUCTION BOND FUND #766													
Other	70,000.00				80,000.00		60,036.00		29,500.00		4,300.00	80,000.00	323,836.00
Transfer Out					5,000.00								5,000.00
Total Bldg. Construction Bond Fund	70,000.00	-	-	-	85,000.00	-	60,036.00	-	29,500.00	-	4,300.00	80,000.00	328,836.00
OFFICE ON AGING DEPOSITS FUND #768													
Other	500.00												500.00
Total Office on Aging Deposits Fund	500.00	-	-	-	-	-	-	-	-	-	-	-	500.00
UNCLAIMED FUNDS #769													
Other	500.00												500.00
Total Unclaimed Funds	500.00	-	-	-	-	-	-	-	-	-	-	-	500.00
FUND TOTALS	50,169,440.00	2,424,685.05	331,451.00	3,426,911.00	233,672.00	92,881.69	980,536.00	62,100.00	(692,327.00)	(579,000.00)	249,986.00	180,000.00	56,880,335.74

ORDINANCE NO. 22-189

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EIGHTH 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: For the year 2022, the parties entered into a Seventh Amendment to Agreement providing for an adjustment to the provision for payment based upon eight (8) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-144; and
- WHEREAS: Now based upon nine (9) 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 eighth 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:

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

THIS EIGHTH 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, for the year 2022, the parties entered into a *Seventh Amendment to Agreement* providing for an adjustment to the provision for payment based upon eight (8) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-144; and

WHEREAS, now based upon nine (9) 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. **For the period of operation from January 1, 2023 to December 31, 2023, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Six Thousand Ninety-Two and 00/100 Dollars (\$56,092.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred**

**Seventy-Three Thousand One Hundred Four and 00/100
Dollars (\$673,104.00) for such year of operation.”**

*** * ***

2. This Eighth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2023 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 Eighth 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

ORDINANCE NO. 22-190

INTRODUCED BY: Wos, Dietrich, Carbone-McDonald

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FLOCK SAFETY FOR FLOCK FALCON CAMERAS, INSTALLATION AND PROFESSIONAL SERVICES FOR THE NORTH ROYALTON POLICE DEPARTMENT FOR AN AMOUNT NOT TO EXCEED \$28,500.00, WITH AN ANNUAL PROFESSIONAL SERVICES COST OF \$25,000.00, AND DECLARING AN EMERGENCY

WHEREAS: Council desires to authorize the purchase of ten (10) Flock Falcon Cameras, installation and professional services for the North Royalton Police Department; and

WHEREAS: The city seeks to obtain the equipment, training and support services offered through Flock Safety without public bidding in conformity with the single-source procurement policy of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said 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. The Mayor is hereby authorized to enter into an agreement with Flock Safety for ten (10) Flock Falcon Cameras, installation and professional services for the North Royalton Police Department in an amount not to exceed \$28,500.00, with an annual professional services cost of \$25,000.00, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare and for the further reason that it is immediately necessary in order to provide additional protection for the police and the public and for the preservation of evidence obtained in the lawful pursuit of the police function.

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:

flock safety

Prepared For	North Royalton Police Department	Prepared By	Logan Harrah
Created Date	November 16, 2022	Phone	330-307-2806
Expiration Date	December 31, 2022	Email	logan.harrah@flocksafety.com

Product	Description	Unit Cost	Sale Cost	Quantity	Total Price
Falcon Camera	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$2,500.00	\$2,500.00	10	\$25,000
Professional Services - Falcon, Standard Implementation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350	\$350	10	\$3,500

First Year Price \$28,500

Second Year Price \$25,000

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: OH - North Royalton PD Legal Entity Name:	Contact Name: Keith Tarase
Address: 14000 Bennett Rd North Royalton, Ohio 44133	Phone: (440) 237-8686 E-Mail: chieftarase@police.northroyalton.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	10.00	\$3,500.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	10.00	\$25,000.00

Subtotal Year 1:	\$28,500.00
Subscription Term:	24 Months
Annual Recurring Total:	\$25,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$53,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: OH - North Royalton PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware**” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware**” excludes the Embedded Software

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

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1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Non-Agency End User(s)**” shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

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1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, with Agency’s prior written consent, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

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a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any lawful purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s

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provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the

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installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts

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which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person.

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Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental

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order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any

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personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure

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to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by

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giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

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7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request. Minimum amount stated.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS),

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OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own

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officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Intentionally Omitted

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement with Agency consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

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10.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

ORDINANCE NO. 22-191

INTRODUCED BY: Wos, Dietrich, Carbone-McDonald
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SENIOR TRANSPORTATION CONNECTION, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton desires to retain the services of a competent and qualified contractor to provide certain transportation services for the residents of the community; and

WHEREAS: Council desires to authorize the Mayor to enter into an agreement with Senior Transportation Connection to provide for these services.

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

Section 1. Council hereby authorizes the Mayor to enter into an agreement with Senior Transportation Connection to provide certain transportation services for the residents of the City of North Royalton pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into this agreement to provide reliable transportation services for senior residents of the City of North Royalton.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Transportation Services Contract

This Transportation Services Contract (the “Contract”), made and entered into as of this _____ day of _____ 2022, by and between The City of North Royalton, (“Recipient,”) and Senior Transportation Connection, an Ohio non-profit corporation, (“Contractor”).

WHEREAS, the Recipient desires to retain the Contractor to provide certain transportation services to the Recipient and/or those for whom Recipient provides transportation opportunities or programs (“Passengers”); and

WHEREAS, the Contractor is properly qualified to furnish transportation services to the Recipient and/or its Passengers according to the terms and conditions stated herein.

Now, therefore, the Recipient and the Contractor agree as follows:

SECTION 1: CONTRACTOR AS AN INDEPENDENT CONTRACTOR

The Contractor shall provide the transportation services required herein as an independent contractor; Contractor is not and shall not be construed to be an agent or employee of the Recipient. As an independent Contractor, the Contractor shall pay any and all taxes imposed by law upon Contractor. In performing the services hereunder, the Contractor shall comply with all applicable federal, state, and local laws applicable to Contractor. The Contractor shall be responsible for Ohio workers compensation coverage for its employees and for all income tax, social security and Medicare taxes, unemployment taxes, and any other withholdings from Contractor’s employees’ wages or salaries.

- A) The Contractor shall hire, compensate, and supervise members of its work force and shall direct and control the manner in which transportation work is performed, including the conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will work.
- B) The Contractor shall not be exclusively bound to the Recipient and may provide transportation or other service(s) to other private and public entities.

SECTION 2: TERM

Subject to the termination provisions contained in Section 13 of this Contract, the term during which transportation services will be provided under this Contract shall begin on January 1, 2023 and end on December 31, 2023 (“Term”). Unless either party serves written notice of cancellation to the other party at least ninety (90) days prior to the end of the Term.

SECTION 3: OVERVIEW

During the Term of the Contract, the Contractor shall provide transportation services to Recipient's constituents who are 60 years of age or older, ADA certified individuals, or those who are otherwise determined by the Recipient to be eligible for its transit program.

SECTION 4: FEE SCHEDULE & PAYMENTS

Group Trips

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a rate of \$60.00 per one-way Passenger trip for group transit activities. \$60.00 is the group rate for five (5) individuals. If the trip does not have five (5) individuals, the trip will not take place. A group trip must be comprised of individuals going to the same destination. The Recipient's group trips include trips to the senior center, lunch programs and group shopping activities.

The Contractor reserves the option, exercisable by reasonable advance written notice to Recipient, of capping the quantity of one-way trip reservations in total or by distance provided by the Contractor per month.

Individual Trips

As compensation for the services provided by the Contractor, the Recipient shall pay the Contractor a rate of \$30.50 per one-way Passenger trip, which is defined as medical appointments only. No medical treatment, therapy or other personal trips are permitted. In addition to the Recipient's rate, the Recipient may charge the passenger a fare according to Exhibit A. STC will collect this fare at the point/time of service, unless Passenger requests an STC invoice, which will be issued quarterly. The Recipient will be responsible for payment for any fare modification/reduction approved by the Recipient.

The Contractor reserves the option, exercisable by reasonable advance written notice to Recipient, of capping the quantity of one-way trip reservations in total or by distance, provided by the Contractor per month.

Recipient will be electronically invoiced monthly by the 10th business day of the month for the previous month's activity to:

City of North Royalton
Attn: Finance Director
14600 State Road
North Royalton, Ohio 44133

or such other address as Recipient may specify in writing to Contractor. Transportation invoices shall be paid within fifteen (15) days from the first day following the first full calendar month of service. Any payment more than five (5) days late shall include a late fee of \$25.00.

NO SHOW OR LATE CANCELLATIONS

A Passenger must cancel transportation services by notifying the Contractor before 7:00 a.m. the day of service. If the Contractor is notified after 7 a.m., or does not receive a notice of cancellation, the Contractor may bill the Recipient for 90% of the charge for two (2) one-way Passenger trips for each cancellation. The Contractor will provide written notification to the non-compliant Passenger per the Contractor's policy attached hereto as EXHIBIT B.

FUEL ESCALATION

The negotiated base rate assumes fuel cost at or below \$3.75 per gallon. Fuel adjustments will be determined by using a monthly average for the Cleveland-Elyria-Lorain market shown on the www.aaafuelgaugereport.com. The per trip rate charge will be adjusted as illustrated below.

Charge per Trip if the actual fuel price per gallon exceeds the base:

An example: the market fuel rate is at a base of \$3.75. The difference between \$3.75 and the market rate (assumed using the AAA local gas rate pulled on the last business day of the month) is multiplied by 1.5 (the amount of fuel burned per revenue hour). This figure is multiplied by 1.3 (number of trips delivered per hour), then multiplied by the number of trips during the month.

FARES

- A. The Contractor shall collect a fare from a Passenger only when it is indicated on the manifest. This fare shall be retained by the Contractor. The passenger fare shall be paid according to Recipient's fare policy, unless the Contractor is granted the written authority by the Recipient to make fare modifications.
- B. The Recipient will be responsible for payment to the Contractor for any fare reductions approved by the Recipient.
- C. Drivers shall not accept tips or indicate to Passengers that a tip is expected or permitted.

SECTION 5: SCOPE OF SERVICE

SERVICE AREA

The Contractor will operate according to the protocol and defined service area attached hereto as EXHIBIT A. The written protocol must be approved by both the Contractor and the Recipient. Any significant operational changes to the protocol will be discussed and agreed to by both parties, in writing, before placed in effect.

OPERATING SCHEDULE

- A) Transportation services operate Monday through Friday, 8:00 am to 4:00 pm, within the specific service areas. The service does not operate on holidays as referenced in EXHIBIT C. During the term of the Contract, the Contractor reserves the right to adjust service hours, routes and schedules, so as to accommodate ridership.
- B) The Contractor maintains a policy on closings in case of weather-related conditions and emergencies. This policy is attached as Exhibit D to this Contract.

TRIP RESERVATIONS AND SCHEDULING

- A) All riders shall be registered with the Recipient and the Contractor prior to commencing transportation services. It is the Recipient's responsibility to adequately assess a Passenger's eligibility for transportation services.
- B) Passengers will access transportation services by scheduling directly with the Contractor's call center using the designated numbers.
- C) The Contractor may accept trip requests up to three (3) days prior to travel, or up to three (3) weeks in advance.
- D) Dispatch will produce electronic manifests which will include the Passenger's name, the location of each Passenger's pick-up and drop-off point, whether the Passenger travels with a wheelchair, travels with a companion or personal care attendant, and any special circumstances or requirements pertaining to the Passenger. This manifest will be available for Recipient's inspection at any time upon reasonable advance notice.
- E) Some trips may be added ("add-ons") to the manifest during the service day, if schedule permit, as determined by the Contractor in its sole discretion. Added trips will be transmitted either electronically or by other means determined by the Contractor's dispatcher to the appropriate driver.
- F) The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur.

FACILITIES

- A) Operating Base. Contractor shall provide a base of operation with adequate facilities for administration, and unless the Contractor chooses to subcontract these functions, vehicle maintenance and service.
- B) Communications. The Contractor shall be required to operate a two-way communication system.
- C) Security. Contractor shall take all reasonable precautions to secure its vehicles and records.
- D) Telephone/fax
 - 1) Contractor and Recipient shall equip their administration and supervisory office with a fax machine on a dedicated telephone line and sufficient voice telephone lines to

ensure that the supervisors and administrative staff can be reached during service hours.

- 2) Contractor shall provide, at its own expense, a dedicated phone line in order to perform live dispatching through automated scheduling system and software to download manifests.

VEHICLES

Contractor shall maintain a sufficient number of vehicles to meet service levels negotiated with the Recipient. Reasonable efforts will be made to include spare vehicles to allow for routine servicing, maintenance, repairs, vehicle breakdowns, and similar occurrences as may reasonably be anticipated. New and/or refurbished vehicles used in the transport of wheelchairs and other mobility devices shall meet the requirements of 49 CFR Part 38 of the Americans with Disabilities Act (ADA).

CONTRACTOR'S PERSONNEL

- A) **Applicable Laws.** The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- B) **Immigration Reform and Control Act of 1986.** The Contractor certifies that it does not and will not during the performance of the Contract knowingly employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- C) **Employment Discrimination.** During the performance of the Contract, the Contractor agrees to the following:
 - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, military status or any other legally protected characteristic. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- C) **Fair Labor Standards Act.** The Contractor and any subcontractor shall pay all employees providing transportation services under this Contract in accordance with the Fair Labor Standards Act as amended.

DRIVER SELECTION AND TRAINING

- A) **Driver Selection.** The Contractor shall establish a formal selection process that shall include:

- 1) Verification that the applicant has an appropriate, valid Ohio State driver's license and points based on Ohio law not in excess of 4 (four).
 - 2) The Contractor shall be responsible for pre-employment physicals and drug screens, as well as medical certification as required; and
 - 3) A criminal background check. The Contractor shall be responsible for background checks at the date of hire and every 5 years thereafter.
- B) Driver Training. The Contractor shall provide an approved training and retraining program, to teach driver proficiency and safety. The driver-training program will commence the first year of employment and shall include but not be limited to the following:
- 1) Defensive driving;
 - 2) Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguishers and two-way communications devices;
 - 3) Operating procedures, including fare collection, vehicle pre-operation checks, use of forms, record keeping, global positioning systems, and dispatch procedures;
 - 4) Familiarization with the service area; passenger assistance techniques; and
 - 5) Relevant policies and procedures contained in an Operator's Manual.
- In addition, the driver training shall include at least:
- a) Annual reviews of individual driver's responsibilities and performance;
 - b) Semi-annual observations of the driver's on-the-job performance; and
 - c) Maintaining records for all drivers to verify that the training has been received.
- 6) Drivers shall be retrained in Defensive Driving and Passenger Sensitivity every three (3) years. Individual training records shall be available for inspection by Recipient on request.
- C) Drug/Alcohol Testing. All drivers, as well as other safety sensitive positions, shall be subject to Drug/Alcohol Testing for pre-employment, random, post accident and probable cause, as required under Federal Transit Administration (FTA) Regulations. The Contractor shall pay the costs associated with such testing.
- D) English Fluency. All drivers shall be sufficiently skilled in English to carry on necessary conversations with passengers and the dispatcher and to read a vehicle schedule and fill out required reports.

PASSENGER ASSISTANCE

- A) Drivers shall provide door to door assistance as necessary. "Door to door" is defined as the local immediately outside of the Passenger's pick up or drop off location, be it the personal residence, office building, store, etc. If a passenger does not wish assistance, the driver shall visually confirm that the passenger makes it safely inside the building at the Passenger's destination. Drivers shall be instructed to exercise tact at all times to maintain Passenger's dignity and pride.

- B) **Unsure Destination.** In the event that any confusion occurs about the correct destination to which a passenger is to be taken (e.g. if the passenger says the location is wrong, the building is vacant or the address cannot be located), the driver is required to confer with Passenger and obtain instructions from the dispatcher. No Passenger shall be picked up or dropped off at any address other than the one originally given to the Contractor without prior approval of the dispatcher.
- C) **Waiting for and Notifying Passengers**
 - 1) Drivers shall wait up to five minutes after parking the vehicle in clear view of the Passenger's residence or other pick up location; or, where that is not possible, the driver shall take other reasonable steps to notify the Passenger that the vehicle is waiting.
 - 2) If the Passenger cannot be located, it will be considered a no-show and the Recipient will be charged accordingly as agreed in SECTION 4.

MONITORING AND SUPERVISION

The Contractor shall be responsible for monitoring and supervising service. The Contractor shall be responsible for dispatching or arranging for back-up vehicles, road service calls, towing and other driver supervisory services as needed.

PERFORMANCE LOG

The Contractor shall maintain a log with information on safety concerns, passenger complaints, passenger behavior problems and any other activity reasonably required by Recipient. The Contractor will provide the log to the Recipient's designee upon request.

REFUSAL OF SERVICE

The Contractor shall have the ability to refuse service to a Passenger if it is believed the Passenger cannot be transported safely or the Passenger is disruptive, abusive, intoxicated, or if there are other significant health and welfare concerns. All service denials shall be reported to the Recipient's designee within a reasonable time.

SERVICE INTERRUPTION

In cases where service is interrupted because of vehicle breakdown, accident or similar service interruption, the Contractor shall send a relief vehicle and/or driver to resume service as soon as possible.

SECTION 6: ACCIDENTS

If a Passenger requires EMS assistance due to an accident that occurs while the Contractor is providing the transportation service, the Driver will notify Dispatch and Dispatch will notify a family member or emergency contact.

SECTION 7: REPORTING

The Contractor shall provide reports upon request that include:

- A) Information as may be required by the Federal Transit Administration, Ohio Department of Transportation and information requested by the Metropolitan Planning Recipient Organization (MPO).
- B) Any specialized reports as may be required by Recipient to fulfill existing funding agreements or regulatory requirements.

SECTION 8: SUBCONTRACTING

- A) Subcontracts and joint ventures are allowable, provided the Contractor assumes the following responsibilities:
 - 1) Serves as the sole contact responsible party with the Recipient.
 - 2) Assumes full responsibility for the performance of all its subcontractors.
- B) The Contractor shall provide an affidavit certifying that all subcontractors meet the requirements of the Contract.

SECTION 9: COMPLIANCE WITH LAWS AND REGULATION

A) The Contractor represents that it is currently and agrees that it shall continue to be in compliance with all applicable Ohio Department of Transportation Rules and Federal Transit Administration Drug Testing requirements, as well as any and all other state, local and agency, department, commission, association or other pertinent governing, accrediting or advisory body requirements as applicable to the provision of service under this Contract.

B) The Recipient and Contractor shall observe and comply with all laws, ordinances, rules, regulations, orders, and decrees applicable to them. By entering into this Contract, the parties specifically intend to comply with all applicable state and federal laws, rules, and regulations, including (i) the personal services safe harbor of the federal anti-kickback statute (42 U.S.C. 1320a-7(b)), and in particular, that the services performed under the Contract do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. 1395nn) and (iii) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral or business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Contract is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Contract into compliance, either party may terminate this Contract on sixty (60) days written notice to the other party. Additionally, each party shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Contract from the federal government, State of Ohio or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

SECTION 10: INSURANCE

- A) **Vehicle Insurance.** The Contractor shall obtain and maintain during the term of this Contract automobile liability insurance coverage in the amount of at least \$1,000,000/\$3,000,000 per occurrence. The Contractor shall supply the Recipient with a copy of a certificate of insurance showing such minimum liability insurance coverage prior to the time this Contract is executed and on each renewal date.
- B) **General Liability Insurance.** Contractor shall obtain Comprehensive General Liability insurance for \$1,000,000. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Contract. Prior to the start of service under this Contract, the Contractor shall provide the Recipient a certificate of insurance, specifying coverage as required in this paragraph. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.

SECTION 11: INDEMNIFICATION

To the fullest extent of the available insurance under Section 10, only the Contractor will defend, indemnify, and hold Recipient and its employees and agents harmless, from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses, caused by and resulting from (i) the negligent or intentional misconduct of the Contractor or its employees and agents, or (ii) any violation of applicable laws or regulations by the Contractor or its employees and agents.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

SECTION 12: RECORDS

The parties shall maintain such financial and other records pertaining to this Contract as may be prescribed by applicable federal and state laws, rules, and regulations. The parties shall retain these records for a period of three (3) years after final payment.

Upon reasonable request, these records shall be made available during the term of the Contract and the subsequent three-year period for examination by the parties.

SECTION 13: TERMINATION

Either Party may terminate this Contract for any reason or no reason, upon 90 days' advance written notice to the other Party. Further, Recipient acknowledges and agrees that Contractor's operations are dependent upon and funded in substantial part by quasi-governmental entities and private non-profit and philanthropic organizations. Accordingly, in the event of a material decrease in expected funding levels, Contractor reserves the right, upon their (30) days' written notice to Recipient, and in the Contractor's sole discretion, to cancel and terminate this Agreement or to make substantial changes in service levels, as appropriate. Upon such early termination due to funding issues, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the Recipient shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of Contract services, in accordance with this Contract, until the termination date and shall have no further obligation to perform services after the termination date. Upon termination, the Recipient shall be entitled to a refund from Contractor on a pro rata basis of any advance payments made by the Recipient to Contractor.

SECTION 14: WAIVER

Failure to enforce the breach of any portion of this Contract by either party shall not constitute a waiver of such right in respect to same or any other breach.

SECTION 15: VENUE AND GOVERNING LAW

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in Cuyahoga County, Ohio. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

SECTION 16: SEVERABILITY

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 17: FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, acts of God, Government acts or omissions, fires, strikes, national disasters, pandemic, wars, riots, weather conditions, transportation/traffic problems and/or any other cause whatsoever beyond the reasonable control of the performing

party. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

SECTION 18: PAYMENTS

As consideration for the Contractor satisfactorily performing the Scope of Services set forth in Section 4 hereof and complying with other terms of this Contract, the Recipient shall pay the Contractor pursuant to the terms set forth in Section 4.

SECTION 19: NOTICES

All notices sent pursuant to this Contract shall be sent to the following:

If to the Recipient: Judith McLaughlin
Director, Office on Aging/Human Services
City of North Royalton
North Royalton, Ohio 44133

If to Contractor: Laura Kleinman
Executive Director
Senior Transportation Connection
4735 W. 150th St., Suite A
Cleveland, Ohio 44135

SECTION 20: ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties. There are no understandings or promises related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year first above written.

RECIPIENT:

By : _____

Name : _____

Title : _____

Dated : _____

CONTRACTOR:

By : _____

Name : Laura Kleinman

Title : Executive Director

Dated : _____

EXHIBIT A
North Royalton Operating Protocol

Organization: North Royalton

Provider: North Royalton

Funder: North Royalton

Office Address:

Garage address: 13500 Ridge Rd, North Royalton, Ohio

Contact name: Judith McLaughlin. Phone: 440-582-6333 / Donna 440-237-5686 ext. 129

Email: jmclaughlin@northroyalton.org

Phone Social Worker:

Phone: (440) 582-6333

Van operating days and hours /garage: Customer service hours: M-F 8:00am – 4pm**

** (negotiated times - per N. Royalton office we can go past 4pm if necessary for client)

Registration procedure (STC form or from city only): Mail registration form or can pick one up from N.R. office on aging.

All subscriptions bookings? Yes

Are subscriptions allowed? Yes

Any routine, repetitive bookings, (i.e. to SC when open or shopping per calendar)

1. Shopping 1x a month Giant Eagle and Walmart once
2. No individual shopping
3. No transportation to or from nursing home, even for visiting
4. Medical trips only – no personal trips, no therapy, no dialysis, no prescription pick up
5. Mon., Tues, & Wed. 8 am – 4 pm per calendar schedule – can set up as subscription
6. No trips to Senior Center on Thursdays or Fridays
7. Group List from N. Royalton for special events
8. No ride limit
9. Arrive no earlier than 10 minutes before activity

Any service restrictions (trips/wk., etc.)

Cancellation procedure: STC Policy

Fares: \$7.50 one way

No show fee \$76.00 for all non-cancellations and service will be suspended until the No Show fee is paid (handled by recipient). Recipient will be charged 90% of total no-show fees.

Cash: No Amount

Service area (by street names): North Royalton, Middleburg Hts. (Southwest Hospital and Healthspan), Strongsville (East of Pearl Rd), Centers for Families and Children, includes Parma Hospital (West of State Road), North to Brookpark – VA Outpatient facility, Broadview Hts. (West of I77), Metro in Brecksville. No service north of Broadview Hts.

Certain areas of Parma Hts.: there are medical buildings on York, W. 130th and Smith Roads just East of Pearl and as well as on Pearl. We wouldn't go to Snow and Pearl, or Ridge and Pearl, those are too far North. No Independence or Westlake.

Special procedures: Group Shopping Trips Schedule are negotiated between the City and STC.

All Riders Approved to Pull in Driveway

Reporting procedure: (fax or on-line, to whom?) Jmclaughlin@northroyalton.org

Exhibit B

Policy: No Shows or Late Cancellations

Purpose

To assure that the transit service is operating in the most efficient manner by correcting the action of habitual abusers during vehicle scheduling, and that no-show Passengers are located and safe.

Policy

Passengers are expected to be ready for transportation at the beginning of the 20 minute pickup window. This is usually 10 minutes before or after scheduled pickup time. Due to the uncertainty of scheduling, Passengers must remain available for pickup for the entire 20-minute period. It is important to remember that the STC vehicle is required to wait only 5 minutes for a Passenger when arriving within the 20-minute pickup window. If a driver is unable to arrive during the established pick-up window, the driver must contact Dispatch. Dispatch will contact the Passenger with a revised pick-up time.

A Passenger who is either not available, not ready, or refuses to take a scheduled trip within five (5) minutes of the driver's arrival time, will be considered a "no-show" for that trip. The driver will make reasonable attempts to contact the Passenger. Once the driver has determined the Passenger to be a "no-show", the driver will contact Dispatch. Dispatch will document the no-show using the scheduling software.

STC recognizes there may be occasions when a scheduled trip needs to be canceled. However, it is important that Passengers notify STC before 7:00 am of the scheduled day of service by calling 216-265-1489. This may allow STC to reroute the assigned vehicle to provide service to another STC Passenger. If a Passenger fails to call before 7:00 am the day of service, the Recipient will be charged the "no show" rate.

Recipient agrees to manage a warning and suspension process in a manner acceptable to the Contractor.

The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur due to weather, traffic, accidents and Passenger behavior.

Exhibit C

Policy: Holidays

The STC recognizes, offices and operations are closed, for the following 9 national holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If any of the above holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be celebrated as the holiday.

Exhibit D
Policy: Inclement Weather

Purpose:

The purpose of this policy is to establish procedures to close or cease operations of the Call Center and transportation services due to hazardous weather conditions and/or local emergency and provide continuity of essential operations during inclement weather.

STC Responsibilities:

The Executive Director is responsible for determining if transportation services can safely be provided. The STC may consult with local community's law enforcement and safety departments to determine when and if transportation services need to be suspended.

If the decision is made to close the call center and/or cease operations the STC will contact the community representative and inform them of closing. In addition the STC will contact the all riders scheduled for that day and advise them of trip cancellations. Every effort will be made to schedule the rider on another day.

All trips that are cancelled due to inclement weather will be recorded as cancelled trips due to inclement weather conditions.

All STC management staff will be required to contact the STC Executive Director once the affected providers and customers are contacted.

Recipient Responsibility:

The Recipient shall notify STC at 216-265-1489 if a decision is made to close either City Services, the local community/senior center, or the Recipient's specific programming, due to inclement weather.

Individuals may need to contact the call center to cancel specific rides during inclement weather.

ORDINANCE NO. 22-192

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH VERIZON WIRELESS FOR CELLULAR SERVICE, INCLUDING MONTHLY ACCESS FEES, AND EQUIPMENT CHARGES FOR ONE HUNDERED (100) ESTIMATED LINES FOR YEARS 2023 AND 2024 FOR AN AMOUNT NOT TO EXCEED \$80,000.00, AND DECLARING AN EMERGENCY

WHEREAS: Council recognizes the need in today's environment to have telecommunication technology readily available for the use of city employees in order to meet the obligations of necessary services to the community; and

WHEREAS: The Verizon rate plan terms and conditions applicable to each of such lines-conform to the GSA Multiple Award Schedule Number 47QTCA20D00B5, Rate Plan(s): All GSA approved Plans and Features Equipment: Open Market; and

WHEREAS: It is necessary to provide for the funding of said 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. The Mayor and Finance Director are hereby authorized to enter into an agreement with Verizon Wireless for cellular service, including monthly access fees and equipment charges for one hundred (100) estimated lines for years 2023 and 2024 in an amount not to exceed \$80,000.00, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare and for the further reason that it is immediately necessary to provide reliable telecommunications service for city employees to meet the needs of the community.

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 ECPD 972636

Date:	December 5, 2022
Vendor:	Verizon Wireless
Vendor Address:	10170 Junction Drive Annapolis Junction, MD 20701
Vendor Email:	VZWFederalImplementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	1.866.227.4978
Authorized By:	<p>By signing below, I certify that I am have legal authority to bind the listed government agency , that my agency is authorized to purchase under the GSA Multiple Award Schedule and that the use of all products/services purchased is for authorized government use. ANY RESELLING OF PRODUCTS/SERVICES PURCHASED UNDER THIS ORDER ARE STRICTLY PROHIBITED, as the contract and governing regulations require that all MAS purchases will be used for governmental purposes only and will not be resold for personal use.</p> <p>Agency Name: City of North Royalton</p> <p>Signature of Authorized Official: _____</p> <p>Printed or typed name: Jenny Esarey</p> <p>Printed or typed title: Finance Director</p>
Contact Information:	<p>Email address: jesarey@northroyalton.org</p> <p>Phone number: 440-582-6234 FAX number: 440-237-0470</p>
Billing Information:	<p><u>City of North Royalton</u> <u>14600 State Rd</u> <u>North Royalton, Oh 44133</u></p>
Payment and Billing Terms:	Net 30
Description of Goods/Services; Pricing:	<p>Cellular service on the accounts listed below (or attached) totaling 100 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Multiple Award Schedule Number 47QTCA20D00B5, Rate Plan(s): All GSA approved Plans and Features Equipment: Open Market</p>
Term:	Dec 15, 2022 for 24 months through 2024 (month) (day) (#) (year)
Funds Authorized:	<p>Monthly Access Fees for service on 100 Lines (Estimated) \$3200.00 Equipment charge(s) on 100 Lines (Estimates) \$3200.00 Total Access and Equipment Fees on 100 lines (Estimate) \$80,000.00 Plus applicable fees, taxes and charges</p>
Contract #:	GSA Multiple Award Schedule Number 47QTCA20D00B5, all terms and conditions are incorporated by reference.
Equipment (Open Market):	None of the equipment listed are products listed on GSA Multiple Award Schedule Contract No. 47QTCA20D00B5. All devices, accessories or other products/services not available on the Schedule Pricelist are purchased "Open Market."
Miscellaneous:	<p>Specify Phones, Delivery, Etc.: Open Market Existing Verizon Wireless Account Number/s (if applicable) 0485876641-00001</p>
Customer Acceptance:	<p>Signature: _____ Date: Dec 15, 2022</p>

ORDINANCE NO. 22-193

INTRODUCED BY: Nickell, Carbone-McDonald, Krejci
Co-Sponsor: Marnecheck

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON
PART 14 BUILDING AND HOUSING CODE, TITLE SIX MISCELLANEOUS BUILDING
REGULATIONS BY CREATING A NEW CHAPTER 1477 ENTITLED REGULATIONS FOR THE USE
AND INSTALLATION OF SOLAR ENERGY SYSTEMS, AND DECLARING AN EMERGENCY

WHEREAS: The Council of the City of North Royalton has determined that it is in the best interest of the City to enact regulations for the safe, effective and efficient use of solar energy systems within the City of North Royalton; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 14, Title Six of the Codified Ordinances of the City of North Royalton by creating a new Chapter 1477 Regulations for the Use and Installation of Solar Energy Systems; 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 14, Title Six of the Codified Ordinances of the City of North Royalton is hereby amended by creating a new Chapter 1477 Regulations for the Use and Installation of Solar Energy Systems, a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. Part 14 of the Codified Ordinances of the City of North Royalton is amended as provided for herein and all other provisions of Part 14 shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

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 enact regulations for the safe, effective and efficient use of solar energy systems within 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:

CHAPTER 1477. REGULATIONS FOR THE USE AND INSTALLATION OF SOLAR ENERGY SYSTEMS

PURPOSE

It is the purpose of this regulation to promote the safe, effective and efficient use of solar energy systems, installed to reduce the on-site consumption of utility supplied electricity in all zoning districts within the City of North Royalton.

1477.01 DEFINITIONS

As used in this chapter:

- (a) "Alternating-Current (ac) Module (Alternating-Current Photovoltaic Module)" means a complete, environmentally protected unit consisting of solar cells, optics, inverter, and other components, exclusive of tracker, designed to generate ac power when exposed to sunlight.
- (b) "Array" means a mechanically integrated assembly of modules or panels with a support structure and foundations, tracker, and other components, as required, to form a direct-current power producing unit.
- (c) "Building Integrated Photovoltaics" means photovoltaic cells, devices, modules, or modular materials that are integrated into the outer surface or structure of a building and serve as the outer protective surface of that building.
- (d) "Electrical Production and Distribution Network" means a power production, distribution, and utilization system, such as a utility system and connected loads, which is external to and not controlled by photovoltaic power system.
- (e) "Off-grid" means not using or depending on public utilities, especially the supply of electricity.
- (f) "Solar Cell" means the basic photovoltaic device that generates electricity when exposed to light.
- (g) "Solar Panel" means an electrical device consisting of a large array of connected solar cells.
- (h) "Solar Photovoltaic Systems" means the total components and sub-systems that, in combination, convert solar energy into electric energy suitable for connection to utilization load.
- (i) "Stand-Alone System" means a solar photovoltaic system that supplies power independently of an electrical production and distribution network.

1477.02 TYPES OF SOLAR SYSTEMS

- (a) Solar water heating for use in buildings.
- (b) Solar water heating for space heating.
- (c) Solar pool heating.
- (d) Photovoltaic systems.

1477.03 CONDITIONAL USE PERMIT

A solar energy system or systems shall require a conditional use permit in all zoning districts of the City except for Residential R1-A, R1-B, RM-D, RRZ Zones where they are considered a permitted use. A surety bond or similar instrument is required at the time of construction as a requirement for the Conditional Use Permit for removal of an abandoned system. Application for the Conditional use permit shall be made in accordance with City Ordinances.

1477.04 STANDARDS

- (a) General
 - (1) No ground mounted solar energy system shall be visible from the street or alley adjacent to the front of the main dwelling, main building or main structure.
 - (2) Roof mounted solar energy systems shall not be located within 3 feet of the roof line in any

direction including the peak. Roof mounted panels on a sloped roof shall not show any apparent change in relief or projection of any roof elevation. Roof mounted panels on a flat roof shall not project vertically more than 5 feet from the surface of the roof.

- (3) Ground mounted solar panels may not exceed 6 feet average in height as measured from the natural grade and shall be designed and constructed to support all snow, wind and seismic loads.
 - (4) Within Residential R1-A, R1-B, RM-D, and RRZ Zones, the permitted square footage of ground mounted solar panels shall not exceed 25% of rear yard area within the width of the main dwelling, main building or main structure and shall not encroach upon required rear and side setbacks as defined in this section. The total square footage is to be determined by the dimensions of the panel regardless of mounted angle.
- (b) Setbacks
- (1) A ground mounted solar energy system or systems shall not project past the width of the main dwelling, main building or main structure. Rear yard and Side yard setbacks shall be a minimum of ten (10) feet measured from the property line.
 - (2) A solar energy system or systems shall not be located in the front or side yards.
 - (3) Roof mounted solar energy systems shall not be placed on the roof that fronts the street; also applies to corner lots with two fronts.
- (c) Access
- All ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access. All conductors supplying power to the equipment shall be underground.
- (d) Appearance. Color and Finish
- The solar energy system shall remain painted or finished in the color or finish that was originally applied by the manufacturer, unless a different color or finish is approved by Planning Commission and Council.
- (e) Signs
- There shall be no signs that are visible from any public road posted on a solar energy system or any associated building, except for the manufacturers or installers identification, appropriate warning signs or owner identification.
- (f) Utility Interconnection and Notification
- Solar energy systems that connect to the electrical utility shall comply with Ohio's Interconnection Standards, NEC Standards and the standards of the utility and all other applicable standards.
- (g) Mounting
- No type of solar energy system may be mounted to any accessory structure.
- (h) Screening
- All ground mounted solar energy system or systems shall be screened from view with a fence or vegetation to an average maximum height of six (6) feet measured from natural grade and shall be installed and constructed as outlined in Section 1467 of the Codified Ordinances of the City of North Royalton. A separate permit shall be required.
- (i) Variance
- The applicant may apply to the Board of Zoning Appeals for a variance for subsections (a)-(h).

1477.05 COMPLIANCE WITH THE OHIO BUILDING CODE

Building permit applications for a solar energy system or systems shall be accompanied by standard construction documents of the solar panel and related frame work, including but not limited to: the mounting hardware and attachment to the dwelling, building or structure, base and/or footings, etc. An engineering analysis showing compliance with the current adopted Ohio Building Code shall be prepared by a registered design professional and shall be submitted at the time of application. This analysis may be prepared by the manufacturer of the solar panel provided that he/she is a registered design professional in the State of Ohio. This analysis and construction documents shall be sealed according to the State of Ohio Seal law.

1477.06 SITE PLAN

- (a) A site plan shall be prepared and stamped by a design professional registered in the State of Ohio.
- (b) The site plan shall:
 - (1) shall be drawn to a minimum scale of" per 1'-0" and all site plan surveys shall be drawn at a minimum of 1" equals 20';
 - (2) Show property address, lines and physical dimensions of the property;
 - (3) Show location, dimensions and types of existing structures on the property;
 - (4) Show the location of the proposed solar energy system;
 - (5) Show the right of way of any public road that is contiguous to the property;
 - (6) Show any overhead utility lines including any special easements for the lines;
 - (7) Show any underground utilities present within proximity of the solar energy system or its foundations;
 - (8) Show all specified set back distances;
 - (9) Show all property owners, areas and structures within 200 feet of the proposed system;
 - (10) Indicate solar energy system manufacturer, contact information, make, model number, and min and max KW or KVA ratings for photovoltaic units.
- (c) The site plan shall be reviewed by the City Engineer for technical analysis and the Building Inspector shall review for zoning issues. The Building Commissioner shall review and approve the construction documents.

1477.07 COMPLIANCE WITH THE NATIONAL ELECTRICAL CODE

An electrical permit application for a solar energy system or systems shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of installation conforms to the current adopted National Electrical Code (NRCO Chapter 1424). This engineering analysis showing compliance with the current adopted National Electrical Code shall be prepared by a registered design professional and shall be submitted at the time of application. This analysis may be prepared by the manufacturer of the solar panel provided that he/she is a registered design professional in the State of Ohio. This analysis shall be sealed according to the State of Ohio Seal law.

1477.08 UTILITY NOTIFICATION

No solar energy system or systems shall be installed until evidence has been presented to the Building Commission that the utility company has been informed of the customer's intent to install an interconnected customer-owned solar energy system. Off-grid systems shall be exempt from this requirement. A Supplemental Review and or a System Impact and Facility Study may be required. The applicant will need to contact the utility company to inquire about their procedures and requirements.

1477.09 FEES

All building construction fees and deposits and review fees charged as outlined in Section 214.08 of the Codified Ordinances of the City of North Royalton shall be the responsibility of the applicant or his/her duly authorized agent along with any fees imposed by the utility company.

1477.10 APPLICATION

The applicant or his/her duly authorized agent shall make application to the Building Commissioner. Construction documents as herein described shall be submitted at the time of the application.

1477.11 ABANDONMENT

- (a) At such time that a solar energy system is scheduled to be abandoned or discontinued, the applicant will notify the Building Commissioner by certified U.S. mail of the proposed date of abandonment or discontinuation of operations.
- (b) Upon abandonment or discontinuation of use, the owner shall physically remove the solar energy system within 90 days from the date of abandonment or discontinuation of use. This period may be extended at the request of the owner and at the discretion of the Building Commissioner. "Physically remove" shall include, but not be limited to:
- Removal of the solar energy system and related above grade structures.
 - Restoration of the location of the solar energy system to its natural condition, except that any landscaping, grading or below-grade foundation may remain in the after-conditions.
- (c) In the event that an applicant fails to give such notice, the system shall be considered abandoned or discontinued if the system is out-of-service for a continuous 12-month period. After the 12 months of inoperability, the Building Commissioner may issue a Notice of Abandonment to the owner of the solar energy system. The owner shall have the right to respond to the Notice of Abandonment within ten (10) days from Notice receipt date. The Building Commissioner shall withdraw the Notice of Abandonment and notify the owner that the Notice has been withdrawn if the owner provides information that demonstrates the solar energy system has not been abandoned.
- (d) If the owner fails to respond to the Notice of Abandonment or if after review by the Building Commissioner it is determined that the solar energy system has been abandoned or discontinued, the owner of the solar energy system shall remove the system at the owner's sole expense within thirty (30) days of receipt of the Notice of Abandonment. An extension of an additional thirty (30) days may be granted to the applicant for just cause by the Building Commissioner. If the owner fails to physically remove the solar energy system after the Notice of Abandonment procedure, the City shall have the authority to enter the subject property and physically remove the solar energy system.
- (e) The Planning Commission may at the time of the issuance of the Conditional Use Permit, and as a condition of the permit, require the applicant to provide a form of surety (i.e., post a bond, letter of credit or establish an escrow account or other) at the time of construction to cover costs of the removal in the event the City must remove the facility. The applicant shall submit a fully inclusive estimate of the costs associated with removal, prepared by an engineer registered in the State of Ohio. The amount shall include a mechanism to accommodate the rate of inflation over 15 years.

1477.12 SEVERABILITY

Should any section, subdivision, clause, or phrase of this ordinance be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

1477.99 PENALTY

Whoever violates any provision of this Chapter for which no other penalty is provided, or any rule or regulation promulgated thereunder, or fails to comply therewith or with any written notice, or order issued thereunder, or whoever interferes with, obstructs or hinders the Building Commissioner or his authorized representative while attempting to make inspections is guilty of a misdemeanor of the third degree as defined in the Ohio Revised Code. Each day such violation occurs or continues shall constitute a separate offense.