

SEPTEMBER 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4 LABOR DAY	5 STORM WATER, STREETS, REVIEW AND OVERSIGHT AND UTILITIES 6PM COUNCIL 7PM	6 PLANNING COMMISSION CAUCUS 6:45PM MEETING 7PM	7	8	9
10	11 CIVIL SERVICE 4PM	12	13	14	15	16
17	18	19 B&BC, FINANCE AND SAFETY 6PM COUNCIL 7PM	20	21	22	23
24	25	26 REC BOARD 6PM	27	28 BOARD OF ZONING CAUCUS 6:45PM MEETING 7PM	29	30

NORTH ROYALTON CITY COUNCIL
A G E N D A
SEPTEMBER 5, 2023

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: July 18, 2023
 - b. Authorize the Mayor and Wastewater Superintendent to advertise for bids for the Valley Vista Lift Station Upgrade.
 - c. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

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

Board of Zoning Appeals	John Nickell
Planning Commission	Paul Marnecheck
Recreation Board	Jeremy Dietrich
- 11. Public Discussion: Five minute maximum, on current agenda legislation only.
- 12. LEGISLATION

THIRD READING CONSIDERATION

- 1. **23-85 - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORTH ROYALTON AND THE BOARD OF EDUCATION OF THE NORTH ROYALTON CITY SCHOOL DISTRICT FOR THE RENOVATION AND CONSTRUCTION OF A NEW SENIOR CENTER AT 13220 RIDGE ROAD (ROYALVIEW ELEMENTARY), NORTH ROYALTON OHIO, AND DECLARING AN EMERGENCY. First reading July 18, 2023. Motion to suspend the rules requiring three readings adopted July 18, 2023. Absent motion to adopt July 18, 2023.**

FIRST READING CONSIDERATION

- * 1. **23-87 - A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY.**

2. **23-88** - A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL ON THE CITY OF NORTH ROYALTON'S COMMUNITY REINVESTMENT ACT AGREEMENTS, AND DECLARING AN EMERGENCY.
3. **23-89** - A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL ON THE CITY OF NORTH ROYALTON'S ENTERPRISE ZONE AGREEMENTS, AND DECLARING AN EMERGENCY.
4. **23-90** - AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT TWO APPLICATIONS TO THE NORTHEAST OHIO AREA WIDE COORDINATING AGENCY FOR FUNDING THROUGH THE TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE, AND DECLARING AN EMERGENCY.
5. **23-91** - AN ORDINANCE AMENDING ORDINANCE 21-181 ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON BY AMENDING SECTION 8 HOLIDAYS, AND DECLARING AN EMERGENCY.
6. **23-92** - AN ORDINANCE AMENDING ORDINANCE 21-181 ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON BY CREATING A NEW SECTION 10, AND DECLARING AN EMERGENCY.
7. **23-93** - AN ORDINANCE FIXING THE CHARGES FOR BOTH PER DIEM AND ANNUAL RENTAL TO BE PAID FOR THE LEASE OF JAIL CELL BED(S) AT THE NORTH ROYALTON JAIL FOR 2024, AUTHORIZING THE MAYOR TO CONCLUDE AGREEMENTS WITH OTHER MUNICIPAL GOVERNMENTS AND/OR LAW ENFORCEMENT AGENCIES FOR JAIL CELL BED(S) RENTALS, AND DECLARING AN EMERGENCY.
8. **23-94** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCES 23-04, 23-12, 23-23, 23-36, 23-47, 23-63 AND 23-82 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
9. **23-95** - A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED PREMIUM ONLY PLAN (CAFETERIA PLAN) EFFECTIVE OCTOBER 1, 2023, AND DECLARING AN EMERGENCY.
10. **23-96** - AN ORDINANCE AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO OFFER YORK BETA DRIVE, PPN 483-06-017 FOR SALE TO THE HIGHEST BIDDER IN ACCORD WITH THE STATUTORY REQUIREMENTS FOR THE SALE OF MUNICIPAL REAL ESTATE, AND DECLARING AN EMERGENCY.
11. **23-97** - AN ORDINANCE AUTHORIZING THE MAYOR, FINANCE DIRECTOR AND CITY ENGINEER TO ENGAGE DIGIOIA SUBURBAN EXCAVATING TO ASSUME THE RESPONSIBILITY TO CONCLUDE THE YORK ROAD SANITARY SEWER PROJECT FOR A SUM NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), AND DECLARING AN EMERGENCY.
12. **23-98** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE ONE (1) 2023 CHEVROLET TAHOE 4X4 FOR THE NORTH ROYALTON FIRE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR TIM LALLY CHEVROLET FOR AN AMOUNT NOT TO EXCEED \$44,206.00, REPEALING ORDINANCE 22-75, AND DECLARING AN EMERGENCY.
13. **23-99** - AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM PIERCE CAPONE AND AMANDA CAPONE, PERMANENT PARCEL NO. 489-26-026, AND DECLARING AN EMERGENCY.
14. **23-100** - AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM JOHN HAFT, PERMANENT PARCEL NO. 489-26-024, AND DECLARING AN EMERGENCY.
15. **23-101** - AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM ZBIGNIEW LESICZKA AND BOZENA LESICZKA, PERMANENT PARCEL NO. 489-25-036, AND DECLARING AN EMERGENCY.

16. **23-102** - AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM DONNA MAJOROS, PERMANENT PARCEL NO. 489-25-037, AND DECLARING AN EMERGENCY.
17. **23-103** - AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM STEPHEN METLESITZ AND BRENDA METLESITZ, PERMANENT PARCEL NO. 489-26-028, AND DECLARING AN EMERGENCY.
18. **23-104** - AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM MICHAEL MIELNICKI AND AGNIESZKA MIELNICKI, PERMANENT PARCEL NO. 489-26-029, AND DECLARING AN EMERGENCY
19. **23-105** - AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM RAYMOND SCHMITT AND CORTNEY PALEVICH, PERMANENT PARCEL NO. 489-26-025, AND DECLARING AN EMERGENCY.
20. **23-106** - AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM JAMES YURICHAK AND JANE YURICHAK, PERMANENT PARCEL NO. 489-26-027, AND DECLARING AN EMERGENCY.
21. **23-107** - AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF NORTH ROYALTON A CERTAIN AMENDMENT TO ARTICLE III, THE COUNCIL, SUBSECTION (b), QUALIFICATIONS, OF THE CHARTER OF THE CITY OF NORTH ROYALTON PROVIDING FOR THE ESTABLISHMENT OF QUALIFICATIONS FOR ALL CITY COUNCIL MEMBERS BY PROHIBITING ALL OTHER PUBLIC EMPLOYMENT, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 23-87

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY

(See pdf version)

PRESIDENT OF COUNCIL

APPROVED: _____

MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL)
Revised Code, Secs. 5705.34-5705.35

The Council of the City of North Royalton, Cuyahoga
County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
2023, at the office of _____ with the following members
present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st,

2024; and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of North Royalton,
Cuyahoga County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Com- mission Inside 10 M. Limitation	County Fiscal Officer's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund			1.50	0.00
General Bond Retirement Fund			0.40	0.00
Police Pension			0.30	
Park Fund				0.00
Recreation Fund				
Paramedic Fund				1.70
Fire Pension Fund			0.30	
Police Levy Fund				2.25
Fire Levy Fund				1.75
TOTAL	\$0	\$0	2.50	5.70

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

and be it further
RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this
Resolution to the Fiscal Officer of said County.

upon its adoption the vote resulted as follows:

Mr./Mrs. _____

President of Council

Clerk of Council

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, _____ County, ss.

I, _____, Clerk of the Council of the City
of _____ within and for said County, and in whose custody the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Clerk of Council

No. _____

COUNCIL OF THE CITY OF

County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER

(City Council)

Adopted _____, 20 ____

Clerk of Council

Filed _____, 20 ____

County Fiscal Officer

By _____
Deputy

RESOLUTION NO. 23-88

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW
COUNCIL ON THE CITY OF NORTH ROYALTON'S COMMUNITY REINVESTMENT ACT
AGREEMENTS, AND DECLARING AN EMERGENCY

WHEREAS: Council has received and reviewed the recommendations for the city's five (5) active Community Reinvestment Act Agreements from the Tax Incentive Review Council; and

WHEREAS: Council desires to approve these recommendations.

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 hereby approves the following recommendations for the city's five (5) Community Reinvestment Act Agreements made by the Tax Incentive Review Council as follows:

A. Continuance of the following agreement due to compliance:

1. Matrix LLC
2. 10499 Royalton Road LLC
3. Winkler Enterprises LLC
4. Kent Corp.
5. Gray Matter REOH

Section 2. The Director of Legislative Services is directed to transmit a certified copy of this Resolution to: Ohio Development Services Agency, 77 South High Street, Columbus, Ohio 43215, the Tax Incentive Review Council Chair, Director of Operations, Fiscal Office at Cuyahoga County, 2079 E. 9th Street, Cleveland, Ohio 44115.

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 approve the recommendations for the city's five (5) active Community Reinvestment Act Agreements from the Tax Incentive Review Council.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take affect 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. 23-89

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW
COUNCIL ON THE CITY OF NORTH ROYALTON'S ENTERPRISE ZONE AGREEMENTS,
AND DECLARING AN EMERGENCY

WHEREAS: Council has received and reviewed the recommendations for the city's one (1) remaining Enterprise Zone Agreements from the Tax Incentive Review Council; and

WHEREAS: Council desires to approve these recommendations.

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 hereby approves the following recommendations for the city's one (1) remaining Enterprise Zone Agreements made by the Tax Incentive Review Council as follows:

A. Expiration of the following agreement:

1. Laztech Real Estate, LLC (agreement dated 2011)

Section 2. The Director of Legislative Services is directed to transmit a certified copy of this Resolution to: Ohio Development Services Agency, 77 South High Street, Columbus, Ohio 43215, the Tax Incentive Review Council Chair, Director of Operations, Fiscal Office at Cuyahoga County, 2079 E. 9th Street, Cleveland, Ohio 44115.

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 approve the recommendations for the city's one (1) remaining Enterprise Zone Agreements from the Tax Incentive Review Council.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take affect 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 THE MAYOR TO SUBMIT TWO APPLICATIONS TO THE
NORTHEAST OHIO AREAWIDE COORDINATING AGENCY FOR FUNDING THROUGH THE
TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE,
AND DECLARING AN EMERGENCY

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

WHEREAS: The first application is in the amount of \$229,585.62 for an Implementation Grant for the installation of sidewalks on State Road from Wallings Road to Lisa Lane with the City of North Royalton agreeing to provide a cash match in the amount of \$57,396.41 for a total project cost of \$286,982.03; and

WHEREAS: The second application is in the amount of \$175,239.16 for an Implementation Grant for the installation of sidewalks on State Road from Akins Road to Turnpike Bridge with the City of North Royalton agreeing to provide a cash match in the amount of \$43,809.79 for a total project cost of \$219,048.95; and

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

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

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

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

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

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

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

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

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

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

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

YEAS:

NAYS:

ORDINANCE NO. 23-91

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AMENDING ORDINANCE 21-181 ESTABLISHING VARIOUS BENEFITS FOR
REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON BY AMENDING
SECTION 8 HOLIDAYS, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 21-181 established benefits for regular part time employees; and

WHEREAS: It is necessary to amend Ordinance 21-181 to provide for an amendment to the benefits afforded to regular part-time employees that is consistent with benefits offered to other employees; 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. Council hereby amends Ordinance 21-181 by amending Section 8 Holidays to hereinafter read as follows:

Section 8. Holidays

Regular permanent part time employees that average a minimum scheduled twenty two hours (22) hours per week and have one year of continuous service with a minimum total of 1,144 hours worked shall be entitled to ~~three (3)~~ **four and one half (4.5)**- 8 hour floating holidays per year (not applicable to seasonal (summer) employees).

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 establish benefits for regular part time employees.

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

PRESIDENT OF COUNCIL

APPROVED: MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 23-92

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AMENDING ORDINANCE 21-181 ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME EMPLOYEES OF THE CITY OF NORTH ROYALTON BY CREATING A NEW SECTION 10, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 21-181 established benefits for regular part time employees; and

WHEREAS: It is necessary to amend Ordinance 21-181 to clarify the reasons for leave of absence that are compensable to regular part-time employees; and; 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. Council hereby amends Ordinance 21-181 by creating a new Section 10 to hereinafter read as follows:

Section 10. Permanent regular part-time employees called for jury duty or subpoenaed as a witness in work related matters shall be granted a leave of absence for the period of jury service or work related witness service and will be compensated at their regular pay for work absences necessarily caused by the jury duty or work related witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the City a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

Regular pay for work absences necessarily cause by the jury duty or witness duty shall be defined as any posted or regularly scheduled work which is missed due to jury or work related witness duty. Any jury or witness duty pay that is included in the voucher, which corresponds to a non-scheduled work day, shall be refunded to the employee.

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 establish benefits for regular part time employees.

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:

AN ORDINANCE FIXING THE CHARGES FOR BOTH PER DIEM AND ANNUAL RENTAL TO BE PAID FOR THE LEASE OF JAIL CELL BED(S) AT THE NORTH ROYALTON JAIL FOR 2024, AUTHORIZING THE MAYOR TO CONCLUDE AGREEMENTS WITH OTHER MUNICIPAL GOVERNMENTS AND/OR LAW ENFORCEMENT AGENCIES FOR JAIL CELL BED(S) RENTALS, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton operates a full-service jail facility and retains bed capacity beyond that required for the sole use of the North Royalton Police Department; and
- WHEREAS: The excess capacity at the jail allows for the city to lease space therein to other municipal governments and/or law enforcement agencies to develop revenue to offset operating revenue shortfall; and
- WHEREAS: It is both responsible and desirable to allow for the rental of the jail cell beds otherwise unused at rental rates determined to reduce the burden to the taxpayers; and
- WHEREAS: The Administration has recommended to Council that the annual rate to be charged for 2024 be fixed at Seventy Three Thousand Dollars (\$73,000) per jail cell bed and that the per diem rate be fixed at Two Hundred and Thirty Dollars (\$230.00) per jail cell bed; and
- WHEREAS: Having fixed the rates as stated herein, Council acknowledges that the making of agreements that include the stated rates is an administrative function and the Mayor is hereby authorized to enter into such agreements at his discretion; and
- WHEREAS: Council desires to accept the recommendations as to the rates to be fixed and the authority to be bestowed upon the Mayor for the making of such agreements.

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 conclude agreements with other municipal governments and/or law enforcement agencies for jail cell bed rentals of an annual rate of Seventy Three Thousand Dollars (\$73,000.00) per jail cell bed and that the per diem rate be fixed at Two Hundred and Thirty Dollars (\$230.00) per jail cell bed for 2024 on appropriate contracts as approved by the Director of Law.
- 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 conduct the operation of the jail in an orderly manner and allow for the most efficient options for our leasing partners.

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:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 22-181 AS AMENDED BY ORDINANCES 23-04, 23-12, 23-23, 23-36, 23-47, 23-63 AND 23-82 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 22-181 as amended by Ordinances 23-04, 23-12, 23-23, 23-36, 23-47, 23-63 and 23-82 for the fiscal year ending December 31, 2023 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, 2023, 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	\$	627,050.00	Operating
General Fund	EMS Levy Fund		2,320,000.00	Operating
General Fund	NOPEC Grant Fund		15,100.00	Operating
General Fund	Accrued Balances Fund		100,000.00	Operating
General Fund	Police Pension Fund		455,000.00	Operating
General Fund	Fire Pension Fund		575,000.00	Operating
General Fund	General Bond Retirement Fund		650,000.00	Debt Service
General Fund	Rec Capital Improvement Fund		65,000.00	Operating
General Fund	Storm Sewer and Drainage Fund		8,850.00	Operating
General Fund	Storm Sewer and Drainage Fund		223,000.00	Advance
General Fund	FEMA Fund		79,650.00	Advance
Law Enforcement Fund	General Fund		12,793.00	Operating
FEMA Fund	General Fund		79,650.00	Advance
				(Repayment)
YMCA Special Revenue Fund	General Bond Retirement Fund		346,700.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund		209,837.00	Debt Service
Storm Sewer and Drainage Fund	General Fund		223,000.00	Advance
				(Repayment)
Fire Capital Improvement Fund	General Bond Retirement Fund		228,575.00	Debt Service
Sprague Road Reconstruction Fund	General Bond Retirement Fund		17,887.00	Debt Service
Wastewater Treatment Fund	Issue 1 – Sprague Road Fund		3,137.00	Operating
Improvement Holding Fund	Building Construction Bond Fund		3,000.00	Operating
Building Construction Bond Fund	General Fund		905.00	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 her 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
2023 Budget Amendment Detail - Proposed Budget Amendment 09/05/2023 - Council Meeting

1014110-41101	General Fund #101	Police	Personal Service	\$	(14,000)	A	\$	5,029,089	Offset - Needed for Uniform Replacement
1014110-43347	General Fund #101	Police	Supply & Materials	\$	14,000	A	\$	254,429	Uniform Replacement - Bullet Proof Vests - Per CBA Article 23.05
1014220-43311	General Fund #101	Cemetery	Supply & Materials	\$	6,725	B	\$	235,325	Estimated Annual Costs for Cuyahoga County Board of Health (\$200,000) were not sufficient to accommodate actual costs (billed as part of semi-annual Real Estate distributions for Cuyahoga County)
1014320-42203	General Fund #101	Parks & Recreation	Contractual Services	\$	5,000	C	\$	158,600	Estimated Costs for Water need to be adjusted based on actual costs invoiced
1014320-43327	General Fund #101	Parks & Recreation	Supply & Materials	\$	15,000	D	\$	165,200	\$10,000 - Asphalt Supplies for the York Road Baseball Field Project and \$5,000 for Nets, Bases, and Various Other Supplies for Volleyball, Baseball, and Soccer
1014320-44382	General Fund #101	Parks & Recreation	Capital Outlay	\$	10,000	E	\$	101,230	Invoice Received for Fuel Tank Installation at York Road Facility. Original Costs exceeded estimated (encumbered) by \$5,000 and \$5,000 estimated for additional costs related to York Road Baseball Upgrade Project
1014710-42217	General Fund #101	Mayor's Office	Contractual Service	\$	10,000	F	\$	45,000	Monies needed for Legal Counsel Services Related to Senior Center Project
1014710-43319	General Fund #101	Mayor's Office	Supply & Materials	\$	500	G	\$	3,100	Operating Supply purchases were greater than budgeted. Estimated remaining costs for remainder of 2023.
Various	General Fund #101	Legal Administration	Personal Service	\$	16,750	H	\$	471,860	Due to retirement in Law Department, part time employee will be hired to train with current part-time employee. The 2023 Budget did not accommodate for the duplication in time worked for training.
1014790-44382	General Fund #101	City Hall Building	Capital Outlay	\$	45,000	I	\$	80,000	Monies needed to purchase a new Server. DIS provided pricing for the new server.
1014795-49221	General Fund #101	General Government	Transfers- Out	\$	15,100	J	\$	4,816,000	Transfer to NOPEC Fund #221 - \$15,100 Transfer Needed for a Transformer for Lighting at Soccer Fields. Estimated Cost for New Transformer is \$40,500. 2023 NOPEC Grant Monies Available total \$25,403 so the Difference would be \$15,097 (\$40,500 - \$25,403 = \$15,097).
1014795-49260	General Fund #101	General Government	Transfers- Out	\$	100,000	K	\$	4,816,000	Transfer needed to accommodate estimated remaining 2023 Payouts (Due to Retirements)
Various	Accrued Balances Fund #260	Various	Personal Service	\$	100,000	K	\$	250,000	Estimated 2023 Payouts (Due to Retirements) - Unknown when 2023 Budget was originally presented/approved.
1014795-49433	General Fund #101	General Government	Transfers- Out	\$	8,850	L	\$	4,816,000	Transfer to Storm Sewer & Drainage Fund (#433) for city Share of FEMA Grant - Ord #23-83
1014795-49601	General Fund #101	General Government	Advances-Out	\$	79,650	M	\$	302,650	Advance to FEMA Fund (#218) - FEMA Grant authorized per Ord #23-83 is a reimbursement grant, so the General Fund (#101) will advance the FEMA Fund (#218) the monies so the PO for CT Consultants to perform the design/engineering services can be encumbered. Once reimbursed, the FEMA Fund #218 will re-pay (advance back) the General Fund (#101) for the advance.
2084110-41114	Law Enforcement Trust Fund #208	Police	Personal Service	\$	15,000	N	\$	30,000	Additional Monies needed for HIDTA OT Reimbursement. HIDTA OT Reimbursement received and then reallocation of OT wages from General Fund (#101), but additional monies are necessary since the estimated amount received/expensed is not enough to accommodate actual revenues/expenses for 2023. This is a net zero effect to the budget since revenues will equal expenses.
2114610-42217	SCMR Fund #211	Street Reconstruction	Contractual Service	\$	(80,000)	O	\$	20,000	Offset - Capital Outlay - Additional 2023 Road Maintenance Program - Independence Cement (Spyglass Hill and Sherwood Estates) - Authorized per Ord #23-32
2114610-44431	SCMR Fund #211	Street Reconstruction	Capital Outlay	\$	235,000	O	\$	1,210,000	Additional 2023 Road Maintenance Program - Independence Cement (Spyglass Hill and Sherwood Estates) - Authorized per Ord #23-32
2114620-41124	SCMR Fund #211	SCMR	Personal Service	\$	35,000	P	\$	2,176,465	Medical Benefits (Elected Coverages (Actual) were greater than budget for 2023).

City of North Royalton
2023 Budget Amendment Detail - Proposed Budget Amendment 09/05/2023 - Council Meeting

2184795-42217	FEMA Fund #218	General Government	Contractual Services	\$	79,650	M	\$	79,650	CT Consultants to perform design/engineering services related to FEMA Grant authorized per Ord #23-83.
2184795-49601	FEMA Fund #218	General Government	Advances-Out	\$	79,650	M	\$	79,650	FEMA Fund (#218) to receive advance from General Fund (#101). Once FEMA reimburses money per the grant agreement, FEMA Fund (#218) will advance back (re-pay) General Fund (#101).
2194240-42201	Office on Aging Fund #219	Office on Aging	Contractual Service	\$	(10,000)	Q	\$	23,300	Reduction in Appropriations due to Senior Center construction not occurring in 2023. Reduction in Utilities (\$10,000 Gas, \$10,000 Electric, and \$5,000 in Water) due to no utility costs to be incurred in 2023. Reduction in Professional Services (\$10,000) since no cleaning services to occur in 2023. Reduction in Capital Outlay/Other Equipment (\$175,500) since there are no table, chair, and various other purchases since will not occupy senior center in 2023.
2194240-42203	Office on Aging Fund #219	Office on Aging	Contractual Service	\$	(10,000)	Q	\$	23,300	
2194240-42203	Office on Aging Fund #219	Office on Aging	Contractual Service	\$	(5,000)	Q	\$	23,300	
2194240-42217	Office on Aging Fund #219	Office on Aging	Contractual Service	\$	(10,000)	Q	\$	23,300	
2194240-43309	Office on Aging Fund #219	Office on Aging	Supply & Materials	\$	(3,000)	Q	\$	4,198	
2194240-44382	Office on Aging Fund #219	Office on Aging	Capital Outlay	\$	(175,500)	Q	\$	4,816	
2214795-44382	NOPEC Grant Fund #221	General Government	Capital Outlay	\$	40,500	R	\$	106,023	Estimated Costs for a new Transformer for the Soccer Fields Lights
4324795-44375	Future Capital Improvement Fund #432	General Government	Capital Outlay	\$	(500,000)	S	\$	-	Remove estimated \$500,000 Construction costs for Senior Center for 2023 Budget. The construction will not occur until 2024, so the costs should be removed from the 2023 budget so the 2024 budget can include this budgeted appropriation.
4334520-42217	Storm & Sewer Drainage Fund #433	Storm Sewer	Contractual Service	\$	8,850	T	\$	249,850	Per Ordinance #23-83, the City of North Royalton was awarded a FEMA Grant. The City's local contribution for the project totals \$8,850.
7634795-43811	Improvement Holding Fund #763	General Government	Refunds	\$	160,235	U	\$	245,235	Engineering Department submitted a request to process a sidewalk and cash bond reimbursement. This was not submitted as part of the 2023 Budget, so the amendment is necessary in order to process the authorized reimbursement.

Increase in Appropriations (Certificate of Estimated Resources)

1013-31201	General Fund #101	Income Tax	\$	232,925	Actual Income Tax Receipts (January to August 2023) are greater than budget, so this amendment is being used to accommodate the proposed appropriation amendments included above that totaling \$232,925, so the net effect to the 2023 budget for the General Fund #101 would be \$0.00.				
1013-39132	General Fund #101	Advance In	\$	79,650	Repayment from FEMA Fund #218 (For Grant Agreement Authorized Per Ord #23-83)				
2083-33105	Law Enforcement Trust Fund #208	Federal Revenues	\$	15,000	HIDTA Reimbursements (actual) from January to August 2023 total \$16,221.86, so the amendment is to accommodate the estimated remaining revenues to be received (this will also offset the increase in expenditures so the net effect to the budget would be \$0.00)				
2113-31201	SCMR Fund #211	Income Tax	\$	190,000	Actual Income Tax Receipts (January to August 2023) are greater than budget, so this amendment is being used to accommodate the proposed appropriation amendments included above that totaling (net) \$190,000, so the net effect to the 2023 budget for the SCMR Fund #211 would be \$0.00 (Please note that January to August 2023 Receipts for the SCMR Fund #211 totals ~\$160,000, but the \$190,000 figure is being presented based on estimated remaining 2023 income tax receipts).				
2183-33105	FEMA Fund #218	Federal Revenue	\$	79,650	FEMA Grant Authorized per Ordinance #23-83. This will be the reimbursement monies received from the FEMA Grant				
2183-39132	FEMA Fund #218	Advance In	\$	79,650	Since FEMA Grant (Authorized per Ordinance #23-83) is a reimbursement grant, and PO for CT Consultants to perform work needs to be encumbered, General Fund (#101) will advance the FEMA Fund #218, and once the FEMA Grant Monies are reimbursed, the FEMA Fund (#218) will advance back (pay-back) the General Fund (#101).				
2213-33401	NOPEC Grant Fund #221	State/County Intergovernmental Revenue	\$	25,403	NOPEC Grant \$25,403 (remaining balance after Baseball Field Lighting Project)				
2213-39131	NOPEC Grant Fund #221	Transfers-In	\$	15,100	Transfer In from General Fund #101				
2603-39131	Accrued Balances Fund #260	Transfers-In	\$	100,000	Transfer In from General Fund #101				
4333-39131	Storm & Sewer Drainage Fund	Transfers-In	\$	8,850	Transfer in from General Fund #101				

CITY OF NORTH ROYALTON 2023 Amending Budget Ordinance										
	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Amend #5 Ord #23-47 April 18, 2023	Amend #6 Ord #23-63 June 6, 2023	Amend #7 Ord #23-82 July 18, 2023	Proposed Amendment Sept. 5, 2023	Total 2023 Appropriations
GENERAL FUND										
POLICE DEPARTMENT										
Personal Service	5,089,463.00						(25,000.00)	(21,374.00)	(14,000.00)	A 5,029,089.00
Contractual Services	358,038.00		12,000.00			2,200.00	5,250.00	25,000.00		402,488.00
Supply & Materials	249,720.00		(12,000.00)				(2,000.00)	4,709.00	14,000.00	A 254,429.00
Capital Outlay	30,000.00					(2,200.00)				27,800.00
Debt Service	147,000.00									147,000.00
Total Police Department	5,874,221.00	-	-	-	-	-	(21,750.00)	8,335.00	-	5,860,806.00
ANIMAL CONTROL										
Personal Service	180,620.00									180,620.00
Contractual Services	5,215.00					400.00				5,615.00
Supply & Materials	6,763.00					(400.00)				6,363.00
Capital Outlay	2,200.00									2,200.00
Total Animal Control Department	194,798.00	-	-	-	-	-	-	-	-	194,798.00
FIRE DEPARTMENT										
Personal Service	521,655.00									521,655.00
Contractual Services	420,200.00						(2,500.00)			417,700.00
Supply & Materials	152,700.00									152,700.00
Capital Outlay	8,000.00						2,500.00			10,500.00
Total Fire Department	1,102,555.00	-	-	-	-	-	-	-	-	1,102,555.00
POLICE AND FIRE COMMUNICATIONS										
Personal Service	489,980.00						14,000.00			503,980.00
Contractual Services	813,000.00									813,000.00
Supply & Materials	4,933.00									4,933.00
Capital Outlay	9,500.00									9,500.00
Total Police & Fire Comm	1,317,413.00	-	-	-	-	-	14,000.00	-	-	1,331,413.00
STREET LIGHTING										
Contractual Services	115,500.00					-	-	-	-	115,500.00
Total Street Lighting	115,500.00	-	-	-	-	-	-	-	-	115,500.00
CEMETERY DEPARTMENT										
Contractual Services	32,300.00			2,640.00						34,940.00
Supply & Materials	228,600.00								6,725.00	B 235,325.00
Capital Outlay	2,000.00									2,000.00
Total Cemetery Department	262,900.00	-	-	2,640.00	-	-	-	-	6,725.00	272,265.00

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Amend #5 Ord #23-47 April 18, 2023	Amend #6 Ord #23-63 June 6, 2023	Amend #7 Ord #23-82 July 18, 2023	Proposed Amendment Sept. 5, 2023	Total 2023 Appropriations
PARKS & RECREATION DEPARTMENT										
Personal Service	686,365.00									686,365.00
Contractual Services	153,600.00								5,000.00	C 158,600.00
Supply & Materials	147,700.00					2,500.00			15,000.00	D 165,200.00
Capital Outlay	43,375.00		5,355.00		-	34,000.00	8,500.00		10,000.00	E 101,230.00
Total Parks & Recreation Department	1,031,040.00	-	5,355.00	-	-	36,500.00	8,500.00	-	30,000.00	1,111,395.00
PLANNING COMMISION										
Personal Service	93,575.00									93,575.00
Contractual Services	14,600.00									14,600.00
Supply & Materials	1,000.00									1,000.00
Total Planning Commission	109,175.00	-	-	-	-	-	-	-	-	109,175.00
BOARD OF ZONING										
Personal Service	2,935.00									2,935.00
Contractual Services	3,500.00									3,500.00
Supply & Materials	1,200.00									1,200.00
Total Board of Zoning	7,635.00	-	-	-	-	-	-	-	-	7,635.00
BUILDING DEPARTMENT										
Personal Service	855,520.00						11,000.00			866,520.00
Contractual Services	90,100.00									90,100.00
Supply & Materials	17,500.00									17,500.00
Capital Outlay	18,500.00									18,500.00
Total Building Department	981,620.00	-	-	-	-	-	11,000.00	-	-	992,620.00
COMMUNITY DEVELOPMENT										
Personal Service	176,299.00									176,299.00
Contractual Services	100,900.00									100,900.00
Supply & Materials	3,750.00									3,750.00
Capital Outlay	-									-
Total Community Development	280,949.00	-	-	-	-	-	-	-	-	280,949.00
RUBBISH COLLECTION										
Contractual Services	1,850,000.00					-	-	-	-	1,850,000.00
Total Rubbish Collection	1,850,000.00	-	-	-	-	-	-	-	-	1,850,000.00

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Amend #5 Ord #23-47 April 18, 2023	Amend #6 Ord #23-63 June 6, 2023	Amend #7 Ord #23-82 July 18, 2023	Proposed Amendment Sept. 5, 2023	Total 2023 Appropriations
SERVICE BUILDING AND GROUNDS										
Contractual Services	88,100.00									88,100.00
Supply & Materials	33,000.00									33,000.00
Capital Outlay	35,000.00									35,000.00
Total Service Bldg. & Grounds	156,100.00	-	-	-	-	-	-	-	-	156,100.00
MAYOR'S OFFICE										
Personal Service	284,230.00									284,230.00
Contractual Services	35,000.00								10,000.00	F 45,000.00
Supply & Materials	2,600.00								500.00	G 3,100.00
Capital Outlay	3,500.00									3,500.00
Total Mayor's Office	325,330.00	-	-	-	-	-	-	-	10,500.00	335,830.00
FINANCE DEPARTMENT										
Personal Service	494,915.00						(14,500.00)			480,415.00
Contractual Services	134,120.00						14,500.00			148,620.00
Supply & Materials	2,150.00									2,150.00
Capital Outlay	10,500.00									10,500.00
Total Finance Department	641,685.00	-	-	-	-	-	-	-	-	641,685.00
LEGAL ADMINISTRATION										
Personal Service	455,110.00								16,750.00	H 471,860.00
Contractual Services	143,300.00									143,300.00
Supply & Materials	10,000.00									10,000.00
Capital Outlay	6,500.00									6,500.00
Total Legal Administration	614,910.00	-	-	-	-	-	-	-	16,750.00	631,660.00
ENGINEERING DEPARTMENT										
Personal Service	102,890.00									102,890.00
Contractual Services	133,600.00				50,000.00					183,600.00
Supply & Materials	4,250.00							1,000.00		5,250.00
Capital Outlay	8,000.00							6,500.00		14,500.00
Total Engineering	248,740.00	-	-	-	50,000.00	-	-	7,500.00	-	306,240.00

CITY OF NORTH ROYALTON 2023 Amending Budget Ordinance										
	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Amend #5 Ord #23-47 April 18, 2023	Amend #6 Ord #23-63 June 6, 2023	Amend #7 Ord #23-82 July 18, 2023	Proposed Amendment Sept. 5, 2023	Total 2023 Appropriations
LEGISLATIVE										
Personal Service	352,855.00									352,855.00
Contractual Services	89,430.00									89,430.00
Supply & Materials	13,500.00									13,500.00
Capital Outlay	2,500.00									2,500.00
Total Legislative Activity	458,285.00	-	-	-	-	-	-	-	-	458,285.00
MAYOR'S COURT										
Personal Service	218,965.00									218,965.00
Contractual Services	57,440.00									57,440.00
Supply & Materials	1,100.00									1,100.00
Total Mayor's Court	277,505.00	-	-	-	-	-	-	-	-	277,505.00
CIVIL SERVICE										
Personal Service	5,140.00									5,140.00
Contractual Services	22,300.00									22,300.00
Supply & Materials	100.00									100.00
Total Civil Service	27,540.00	-	-	-	-	-	-	-	-	27,540.00
CITY HALL BUILDING										
Personal Service	299,815.00		(5,355.00)				(8,500.00)	(7,500.00)		278,460.00
Contractual Services	190,550.00									190,550.00
Supply & Materials	23,350.00									23,350.00
Capital Outlay	35,000.00								45,000.00 I	80,000.00
Total City Hall Building	548,715.00	-	(5,355.00)	-	-	-	(8,500.00)	(7,500.00)	45,000.00	572,360.00
OTHER GENERAL GOVERNMENT										
Personal Services	7,500.00									7,500.00
Contractual Services	120,000.00									120,000.00
Supply & Materials	257,250.00	30,000.00								287,250.00
Transfers-Out	4,627,050.00		65,000.00						123,950.00 J,K,L	4,816,000.00
Advances-Out	-			223,000.00					79,650.00 M	302,650.00
Total - Other General Government	5,011,800.00	30,000.00	65,000.00	223,000.00	-	-	-	-	203,600.00	5,533,400.00
TOTAL - GENERAL FUND	21,438,416.00	30,000.00	65,000.00	225,640.00	50,000.00	36,500.00	3,250.00	8,335.00	312,575.00	22,169,716.00

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Amend #5 Ord #23-47 April 18, 2023	Amend #6 Ord #23-63 June 6, 2023	Amend #7 Ord #23-82 July 18, 2023	Proposed Amendment Sept. 5, 2023	Total 2023 Appropriations
ENFORCEMENT AND EDUCATIONAL FUND #205										
Personal Service	30,000.00									30,000.00
Supply & Materials	6,000.00									6,000.00
Total Enforcement & Education Fund	36,000.00	-	-	-	-	-	-	-	-	36,000.00
DRUG LAW ENFORCEMENT FUND #206										
Supply & Materials	200.00									200.00
Capital Outlay	-				6,500.00					6,500.00
Total Drug Law Enforcement Fund	200.00	-	-	-	6,500.00	-	-	-	-	6,700.00
POLICE FACILITY OPERATING FUND #207										
Personal Service	1,128,900.00									1,128,900.00
Contractual Services	23,800.00	5,000.00								28,800.00
Supply & Materials	80,050.00									80,050.00
Capital Outlay	7,000.00									7,000.00
Total Police Facility Operating Fund	1,239,750.00	5,000.00	-	-	-	-	-	-	-	1,244,750.00
LAW ENFORCEMENT TRUST FUND #208										
Personal Service	-		15,000.00						15,000.00	30,000.00
Contractual Service	1,500.00			15,000.00						16,500.00
Supply & Materials	6,050.00									6,050.00
Capital Outlay	37,500.00			(15,000.00)						22,500.00
Transfer Out	-		12,793.00							12,793.00
Total Law Enforcement Trust Fund	45,050.00	-	27,793.00	-	-	-	-	-	15,000.00	87,843.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209										
Personal Service	4,031,000.00									4,031,000.00
Contractual Services	78,150.00									78,150.00
Supply & Materials	50,500.00									50,500.00
Total EMS Levy Fund	4,159,650.00	-	-	-	-	-	-	-	-	4,159,650.00
MOTOR VEHICLE LICENSE FUND #210										
Street Repair	225,000.00									225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	-	-	-	-	-	-	225,000.00

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2022-181	Amend #1 Ord #23-04 January 17, 2023	Amend #2 Ord #23-12 February 7, 2023	Amend #3 Ord #23-23 February 21, 2023	Amend #4 Ord #23-36 March 21, 2023	Amend #5 Ord #23-47 April 18, 2023	Amend #6 Ord #23-63 June 6, 2023	Amend #7 Ord #23-82 July 18, 2023	Proposed Amendment Sept. 5, 2023	Total 2023 Appropriations
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211										
Signals & Signs										
Contractual Services	70,000.00									70,000.00
Supply & Materials	25,000.00									25,000.00
	95,000.00	-	-	-	-	-	-	-	-	95,000.00
Street Reconstruction										
Contractual Service	100,000.00								(80,000.00) O	20,000.00
Capital Outlay	1,425,000.00				(500,000.00)			50,000.00 O	235,000.00	1,210,000.00
	1,525,000.00	-	-	-	(500,000.00)	-	-	50,000.00	155,000.00	1,230,000.00
Street Construction, Maintenance & Repair										
Personal Service	2,141,465.00								35,000.00 P	2,176,465.00
Contractual Services	138,550.00									138,550.00
Supply & Materials	689,500.00							(50,000.00)		639,500.00
Capital Outlay	10,000.00						7,100.00			17,100.00
Transfer Out	-									-
	2,979,515.00	-	-	-	-	-	7,100.00	(50,000.00)	35,000.00	2,971,615.00
Snow Removal										
Personal Service	80,000.00									80,000.00
Contractual Services	30,000.00									30,000.00
Supply & Materials	459,000.00									459,000.00
Capital Outlay	-									-
	569,000.00	-	-	-	-	-	-	-	-	569,000.00
Total SCMR Fund	5,168,515.00	-	-	-	(500,000.00)	-	7,100.00	-	190,000.00	4,865,615.00
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 OF NORTH ROYALTON 2023 Amending Budget Ordinance										
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CITY INCOME TAX FUND #213										
Contractual Services	725,000.00				-	-	-	-	-	725,000.00
Total City Income Tax Fund	725,000.00	-	-	-	-	-	-	-	-	725,000.00
POLICE LEVY FUND #215										
Personal Services	1,030,000.00									1,030,000.00
Contractual Services	4,000.00									4,000.00
Supply & Materials	2,500.00									2,500.00
Capital Outlay	362,325.00									362,325.00
Total Police Levy Fund	1,398,825.00	-	-	-	-	-	-	-	-	1,398,825.00
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
FEMA Grant Fund #218										
Contractual Services	-								79,650.00	M 79,650.00
Advance Out	-								79,650.00	M 79,650.00
Total FEMA Grant Fund	-	-	-	-	-	-	-	-	159,300.00	159,300.00
OFFICE ON AGING FUND #219										
Personal Services	85,720.00									85,720.00
Contractual Services	58,300.00								(35,000.00)	Q 23,300.00
Supply & Materials	7,198.00								(3,000.00)	Q 4,198.00
Capital Outlay	180,316.00								(175,500.00)	Q 4,816.00
Total Office on Aging Fund	331,534.00	-	-	-	-	-	-	-	(213,500.00)	118,034.00
NOPEC GRANT FUND #221										
Contractual Services	-									-
Capital Outlay	60,000.00					5,523.00			40,500.00	R 106,023.00
Total NOPEC Grant Fund	60,000.00	-	-	-	-	5,523.00	-	-	40,500.00	106,023.00

CITY OF NORTH ROYALTON
2023 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	-	7,500.00	5,000.00							12,500.00
Total Court Computer Fund	10,000.00	7,500.00	-	-	-	-	-	-	-	17,500.00
COMMUNITY DIVERSION PROGRAM FUND #237										
Personal Services	5,500.00							5,000.00		10,500.00
Contractual Services	2,000.00									2,000.00
Operating Supplies	450.00									450.00
Capital Outlay										-
Total Community Diversion Program Fu	7,950.00	-	-	-	-	-	-	5,000.00	-	12,950.00
ENTERPTISE ZONE FUND #239										
Contractual Services	15,000.00									15,000.00
Total Enterprise Zone Fund	15,000.00	-	-	-	-	-	-	-	-	15,000.00
YMCA SPECIAL REVENUE FUND #249										
Transfers-Out	346,700.00									346,700.00
Total YMCA Special Revenue Fund	346,700.00	-	-	-	-	-	-	-	-	346,700.00
LOCAL CORONAVIRUS RELIEF FUND #252										
Personal Service	-									-
Operating Supplies	-	-								-
Total Local Coronavirus Relief Fund	-	-	-	-	-	-	-	-	-	-
ARPA FEDERAL FUND #254										
Personal Service	-	-		-						-
Contractual Services	-	-	-							-
Capital Outlay	-	-	-	-						-
Total Local Coronavirus Relief Fund	-	-	-	-	-	-	-	-	-	-
ACCRUED BALANCES FUND #260										
Personal Service	150,000.00				-				100,000.00	250,000.00
Total Accrued Balances Fund	150,000.00	-	-	-	-	-	-	-	100,000.00	250,000.00

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

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POLICE PENSION FUND #261										
Personal Service	792,671.00					-	-	-		792,671.00
Total Police Pension Fund	<u>792,671.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>792,671.00</u>
FIRE PENSION FUND #262										
Personal Service	892,678.00					-	-	-		892,678.00
Total Fire Pension Fund	<u>892,678.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>892,678.00</u>
GENERAL BOND RETIREMENT FUND #321										
Contractual Services	-									-
Operating Supplies	-									-
Debt Service - Interest	479,166.00									479,166.00
Debt Service - Principal	1,382,528.00									1,382,528.00
Total General Bond Retirement Fund	<u>1,861,694.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,861,694.00</u>
SPECIAL ASSESSMENT FUND #341										
Contractual Service	2,000.00									2,000.00
Operating Supplies	-									-
Debt Service	140,163.00									140,163.00
Total Special Assessment Fund	<u>142,163.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>142,163.00</u>
SERVICE CAPITAL FUND #430										
Capital Outlay	-									-
Debt Service	-									-
Total Service Capital Fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
RECREATION CAPITAL IMPROVEMENT FUND #431										
Contractual Services	-		40,000.00							40,000.00
Capital Outlay	300,000.00		25,000.00							325,000.00
Total Rec Capital Improvement Fund	<u>300,000.00</u>	<u>-</u>	<u>65,000.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>365,000.00</u>
FUTURE CAPITAL IMPROVEMENT FUND #432										
Professional Services	-									-
Capital Outlay	500,000.00								(500,000.00) S	-
Transfers-Out	209,837.00									209,837.00
Total Future Capital Improvement Fund	<u>709,837.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(500,000.00)</u>	<u>209,837.00</u>

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

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STORM AND SEWER DRAINAGE FUND #433										
Contractual Services	68,000.00			173,000.00					8,850.00	249,850.00
Capital Outlay	208,000.00	117,150.00		50,000.00		11,004.00				386,154.00
Advance Out	-			223,000.00						223,000.00
Total Storm & Sewer Drainage Fund	276,000.00	117,150.00	-	446,000.00	-	11,004.00	-	-	8,850.00	859,004.00
FIRE CAPITAL IMPROVEMENT FUND #434										
Contractual Service	-			45,000.00						45,000.00
Operating Supplies	-									-
Capital Outlay	432,000.00									432,000.00
Debt Service	107,813.00									107,813.00
Transfer Out	228,575.00									228,575.00
Advance Out	-									-
Total Fire Capital Improvement Fund	768,388.00	-	-	45,000.00	-	-	-	-	-	813,388.00
YMCA CAPITAL RESERVE FUND #437										
Contractual Services	34,000.00									34,000.00
Capital Outlay	30,000.00									30,000.00
Total YMCA Capital Imp Fund	64,000.00	-	-	-	-	-	-	-	-	64,000.00
EXCESSIVE LOAD FUND #444										
Contractual Services	-									-
Capital Outlay	-			-						-
Total Wallings Road Fund	-	-	-	-	-	-	-	-	-	-
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

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

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TRADITIONS AT ROYALTON PLACE TIF #465										
Capital Outlay	250,000.00		126,215.00				200,000.00			576,215.00
Total Traditions at Royalton Place TIF#4	250,000.00	-	126,215.00	-	-	-	200,000.00	-	-	576,215.00
OMNI SLF North Royalton LLC TIF #466										
Capital Outlay	250,000.00									250,000.00
Total OMNI SLF North Royalton LLC TIF	250,000.00	-	-	-	-	-	-	-	-	250,000.00
WASTEWATER TREATMENT FUND #551										
Sanitary Sewer Treatment										
Personal Services	1,469,980.00									1,469,980.00
Contractual Services	2,802,150.00									2,802,150.00
Supply & Materials	657,800.00									657,800.00
Capital Outlay	25,000.00									25,000.00
Transfer Out	-						3,137.00			3,137.00
Total Wastewater Treatment Fund	4,954,930.00	-	-	-	-	-	3,137.00	-	-	4,958,067.00
WASTEWATER MAINTENANCE FUND #552										
Storm Sewer & Drainage Maintenance										
Personal Service	732,220.00									732,220.00
Contractual Services	332,100.00									332,100.00
Supply & Materials	177,500.00									177,500.00
Capital Outlay	110,000.00									110,000.00
Advance Out										-
Total Stormwater & Drainage	1,351,820.00	-	-	-	-	-	-	-	-	1,351,820.00
Wastewater Maintenance										
Personal Service	1,299,600.00									1,299,600.00
Contractual Services	327,800.00									327,800.00
Supply & Materials	252,150.00									252,150.00
Capital Outlay	15,000.00									15,000.00
Total Wastewater Maintenance	1,894,550.00	-	-	-	-	-	-	-	-	1,894,550.00
Total WW Maintenance Fund	3,246,370.00	-	-	-	-	-	-	-	-	3,246,370.00

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

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WASTEWATER DEBT SERVICE FUND #553										
Debt Service	1,250,251.00						67,947.00			1,318,198.00
Total WW Debt Service Fund	1,250,251.00	-	-	-	-	-	67,947.00	-	-	1,318,198.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555										
Capital Outlay	505,000.00									505,000.00
Transfers-Out	-	-								-
Total WW Repair & Replacem't	505,000.00	-	-	-	-	-	-	-	-	505,000.00
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710										
Personal Services	-									-
Contractual Service	-									-
Other Operating	-									-
Transfer-Out										-
Total OGBC Fund	-	-	-	-	-	-	-	-	-	-
IMPROVEMENT HOLDING FUND #763										
Contractual Service							10,000.00			10,000.00
Refunds	85,000.00								160,235.00	245,235.00
Transfer Out							3,000.00			3,000.00
Total Improvement Holding Fund	85,000.00	-	-	-	-	-	13,000.00	-	160,235.00	258,235.00
OHIO BOARD OF BUILDING STANDARDS FUND #764										
Other	5,500.00						(905.00)			4,595.00
Transfer Out	-						905.00			905.00
Total OBBS Fund	5,500.00	-	-	-	-	-	-	-	-	5,500.00
BUILDING CONSTRUCTION BOND FUND #766										
Other	150,000.00									150,000.00
Transfer Out										-
Total Bldg. Construction Bond Fund	150,000.00	-	-	-	-	-	-	-	-	150,000.00
OFFICE ON AGING DEPOSITS FUND #768										
Other	-									-
Total Office on Aging Deposits Fund	-	-	-	-	-	-	-	-	-	-

CITY OF NORTH ROYALTON
2023 Amending Budget Ordinance

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UNCLAIMED FUNDS #769										
Other	500.00									500.00
Total Unclaimed Funds	500.00	-	-	-	-	-	-	-	-	500.00
FUND TOTALS	53,006,459.00	159,650.00	284,008.00	716,640.00	(443,500.00)	53,027.00	294,434.00	13,335.00	272,960.00	54,357,013.00

RESOLUTION NO. 23-95

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED PREMIUM ONLY PLAN (CAFETERIA PLAN) EFFECTIVE OCTOBER 1, 2023, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has since 2008 offered all covered and qualifying employees the opportunity to use pre-tax income for the payment of qualifying medical expenses in an IRS Code Section 125 cafeteria style plan; and

WHEREAS: The Plan has been recently amended and restated and is required to be ratified by Council and the Human Resources Department now recommends that the Premium Only Plan be so affirmed effective October 1, 2023; and

WHEREAS: The intention of the Employer is that the Plan qualify as a “Cafeteria Plan” within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employees income under Section 125(n) and other applicable sections of the Internal Revenue Code of 1986, as amended; and

WHEREAS: Council desires to authorize the Mayor to execute the Amended and Restated Plan for the benefit of all employees.

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 execute the Premium Only Plan to confirm and ratify the offer of a Section 125 Cafeteria Plan to all qualifying employees as set forth in the Amended and Restated Plan document attached hereto as Exhibit A and as approved by the Director of Law.

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

Section 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to maintain the effective status of the Section 125 Cafeteria Plan for the benefit of all covered and qualifying city employees.

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:

CITY OF NORTH ROYALTON PREMIUM ONLY PLAN

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CITY OF NORTH ROYALTON PREMIUM ONLY PLAN

INTRODUCTION

The Employer has amended this Plan effective October 1, 2023, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 1, 2008. The Plan shall be known as City of North Royalton Premium Only Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 7.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or as allowed by reason of the Affordable Care Act.

1.8 **"Effective Date"** means January 1, 2008.

1.9 **"Election Period"** means the 30 day period immediately preceding the beginning of each Plan Year. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

Also, any Employee or former Employee shall not be eligible to participate in this Plan unless he is eligible to receive medical benefits pursuant to a group medical plan sponsored by the Employer.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of North Royalton and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.15 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.17 **"Participant"** means any Eligible Employee who becomes a Participant pursuant to Section 2.2 and has not for any reason become ineligible to participate further in the Plan.

1.18 **"Plan"** means this instrument, including all amendments thereto.

1.19 **"Plan Year"** means the 12-month period beginning October 1 and ending September 30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.20 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.21 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.22 **"Salary Redirection Agreement"** means an agreement which is deemed to be entered into between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.23 **"Spouse"** means spouse as determined under Federal law.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of his date of employment (or the Effective Date of the Plan, if later). However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section 2.1, unless such Employee elects, during the Election Period, not to participate in the Plan.

2.3 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

(a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;

(b) **Change in employment status.** The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.4;

(c) **Death.** The Participant's death; or

(d) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 8.2.

2.4 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such

change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. Subject to the provisions of Section 2.5, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to the Participant's Health Savings Account \$1,700 for Employee Only coverage and \$3,700 for Family coverage. Each Participant's Employer Contribution shall be available to purchase Benefits hereunder. The Employer's Contribution shall be made available at the beginning of the Plan Year. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Insurance Benefit
- (2) Health Savings Account Benefit

4.2 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.3 HEALTH SAVINGS ACCOUNT BENEFIT

Each Participant may elect to have a portion of his Employer Contributions and Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

4.4 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among insured Benefits.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect not to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect not to participate in the Plan. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who elected not to participate may elect to participate for the next Plan Year.

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel or reduce accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Section 4.3, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

(k) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

- (1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

- (1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; or
- (2) One or more related individuals of the Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department

of Health and Human Services and any other applicable guidance, or related individual(s) seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

- (3) The revocation of the election of coverage under the group health plan – either revocation in whole or revocation of other-than-self coverage – corresponds to the intended enrollment of the Participant and/or any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant (on behalf of themselves or related individuals) who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant or related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

ARTICLE VI BENEFITS AND RIGHTS

6.1 CLAIM FOR BENEFITS

- (a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

ARTICLE VII ADMINISTRATION

7.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

7.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

7.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

7.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

7.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE VIII AMENDMENT OR TERMINATION OF PLAN

8.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

8.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

ARTICLE IX MISCELLANEOUS

9.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.12.

9.2 GENDER, NUMBER AND TENSE

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

9.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

9.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

9.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

9.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

9.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

9.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

9.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Ohio.

9.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

9.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

9.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

9.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

9.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

City of North Royalton

By _____
EMPLOYER

WITNESSES AS TO EMPLOYER

ADOPTING RESOLUTION

The undersigned authorized representative of City of North Royalton (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan effective October 1, 2023, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of City of North Royalton Premium Only Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Date: _____

Signed: _____

[print name/title]

ORDINANCE NO. 23-96

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO OFFER YORK BETA DRIVE, PPN 483-06-017 FOR SALE TO THE HIGHEST BIDDER IN ACCORD WITH THE STATUTORY REQUIREMENTS FOR THE SALE OF MUNICIPAL REAL ESTATE, AND DECLARING AN EMERGENCY

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

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

WHEREAS: The City of North Royalton Land Bank holds title to the vacant parcel, located at York Beta Drive North Royalton, Ohio PPN 483-06-017; and

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

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

WHEREAS: It has further been determined that the property has a fair market value (appraised value) of \$150,000.

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

Section 1. Council hereby authorizes the Community Development Director to offer the property for sale, located at York Beta Drive North Royalton, Ohio PPN 483-06-017 with an appraised value of \$150,000 in a manner consistent with the statutory requirements and under terms as determined necessary to effectively market the property for an amount not less than its fair market value pursuant to R.C. 5722.07.

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

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

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to restore the land in question to tax generating revenue status.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

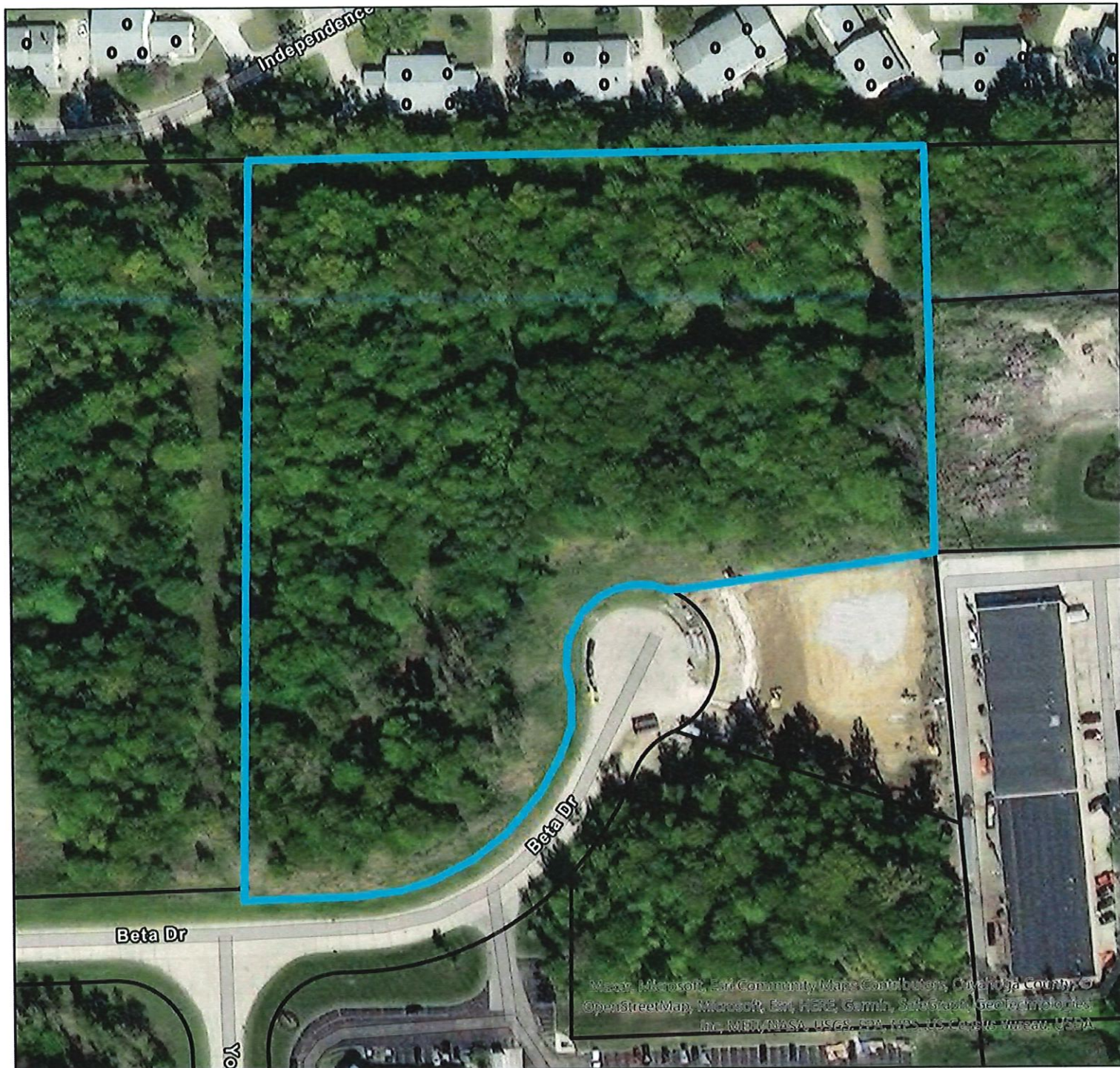
DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Property on York Beta Drive



Legend

-  Subject Property
-  Parcels



Property Information

PPN: 483-06-017

Size: 7.5 Acres

Zoning: General Industrial

N



0 0.02 0.04
Miles

York Beta Drive Parcel – PPN: 483-06-017

Transfer History and Value History

483-06-017
NORTH ROYALTON LAND REUTILIZATION PROGRAM
YORK BETA DR
NORTH ROYALTON, OH. 44133

Transfer History

Transfer Date: 04/17/2019

Transfer Date: 4/17/2019 9:25:00 AM		AF Number:		Receipt:		
Parcel	Deed Type	Vol / Page	Sales Amt	Convey Fee	Convey No	Multiple Sale / No of Parcels
483-06-017	Sheriffs Deed Ex	/	\$5.00	\$5.00		0 / 1
Grantee(s) NORTH ROYALTON LAND REUTILIZATION PROGRAM		Grantor(s) SQUEAKY CHAIR STUDIO PROPERTIES, LLC				

Transfer Date: 08/09/2012

Transfer Date: 8/9/2012 12:09:00 PM		AF Number: 201208090667		Receipt:		
Parcel	Deed Type	Vol / Page	Sales Amt	Convey Fee	Convey No	Multiple Sale / No of Parcels
483-06-017	Warranty Deed Ex	/	\$5.00	\$5.00		0 / 1
Grantee(s) SQUEAKY CHAIR STUDIO PROPERTIES, LLC		Grantor(s) SQUEAKY CHAIR STUDIO PROPERTIES, LLC				

Transfer Date: 12/31/2012

Transfer Date: 12/31/2012 1:26:00 PM		AF Number:		Receipt:		
Parcel	Deed Type	Vol / Page	Sales Amt	Convey Fee	Convey No	Multiple Sale / No of Parcels
483-06-017	Quit Claim Deed	/	\$1.00	\$4.00	269547	0 / 1
Grantee(s) SQUEAKY CHAIR STUDIO PROPERTIES, LLC		Grantor(s) North Royalton, City of				

Transfer Date: 09/12/2003

Transfer Date: 9/12/2003 12:00:00 AM		AF Number: 200309121158		Receipt:		
Parcel	Deed Type	Vol / Page	Sales Amt	Convey Fee	Convey No	Multiple Sale / No of Parcels
483-06-017	Limited Warranty Ex	326 / 85-86	\$5.00	\$5.00		0 / 1
Grantee(s) North Royalton, City of		Grantor(s)				

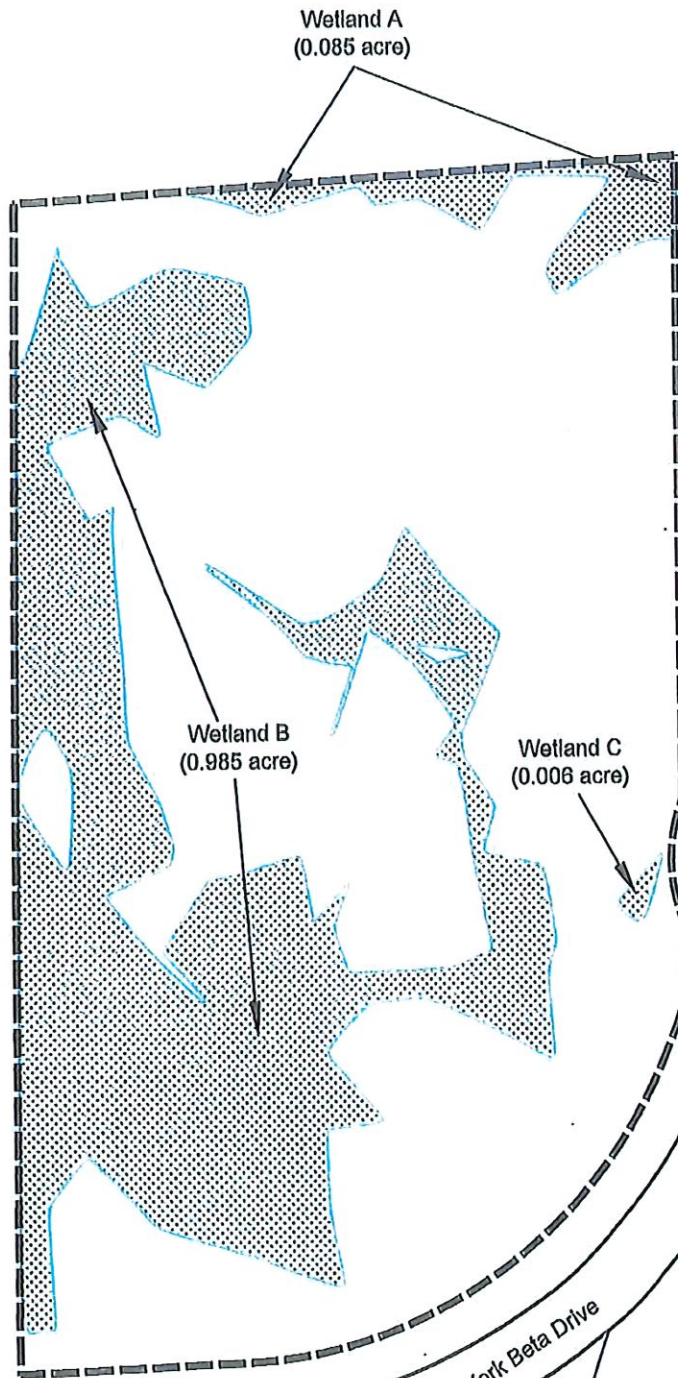
483-06-017
NORTH ROYALTON LAND REUTILIZATION PROGRAM
YORK BETA DR
NORTH ROYALTON, OH. 44133

Value History


+ Tax year: 2022 - Total Value: \$257,800
+ Tax year: 2021 - Total Value: \$257,800
+ Tax year: 2020 - Total Value: \$257,800
+ Tax year: 2019 - Total Value: \$257,800
+ Tax year: 2018 - Total Value: \$257,800
+ Tax year: 2017 - Total Value: \$222,300
+ Tax year: 2016 - Total Value: \$222,300
+ Tax year: 2015 - Total Value: \$222,300
+ Tax year: 2014 - Total Value: \$224,500
+ Tax year: 2013 - Total Value: \$36,600
+ Tax year: 2012 - Total Value: \$36,600
+ Tax year: 2011 - Total Value: \$36,600
+ Tax year: 2010 - Total Value: \$36,600
+ Tax year: 2009 - Total Value: \$36,600
+ Tax year: 2008 - Total Value: \$36,600
+ Tax year: 2007 - Total Value: \$36,600
+ Tax year: 2006 - Total Value: \$36,600
+ Tax year: 2005 - Total Value: \$11,300
+ Tax year: 2004 - Total Value: \$11,300
+ Tax year: 2003 - Total Value: \$14,900

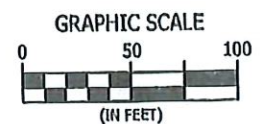
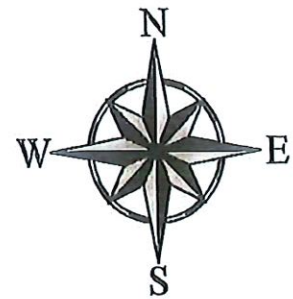
MAP 1

Prepared for	David A. Moorhead
	3.37 Acres, York Beta Drive North Royalton, Ohio
Prepared by	DAVEY RESOURCE GROUP <small>A Division of The Perry Tree Report Company</small>
	Data used to produce this map were collected on August 15, 2012



--- = Study area

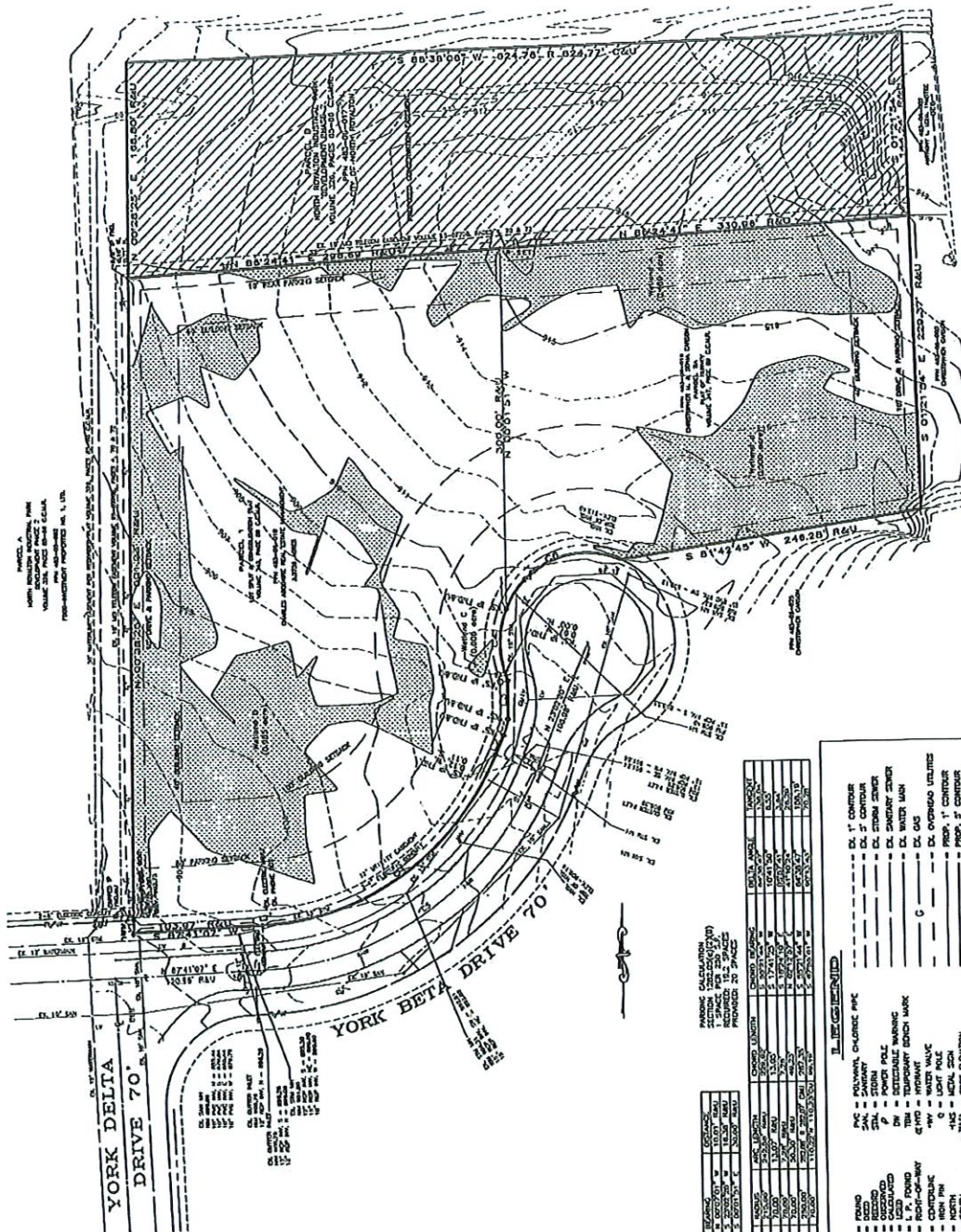
 = Areas of wetlands delineated
within study area (1.076 acres)



MAP 4

(FULL SCALE DRAWING ENCLOSED)

- 1.981 ac of known wetlands
- Area proposed as Conservation Easement not delineated



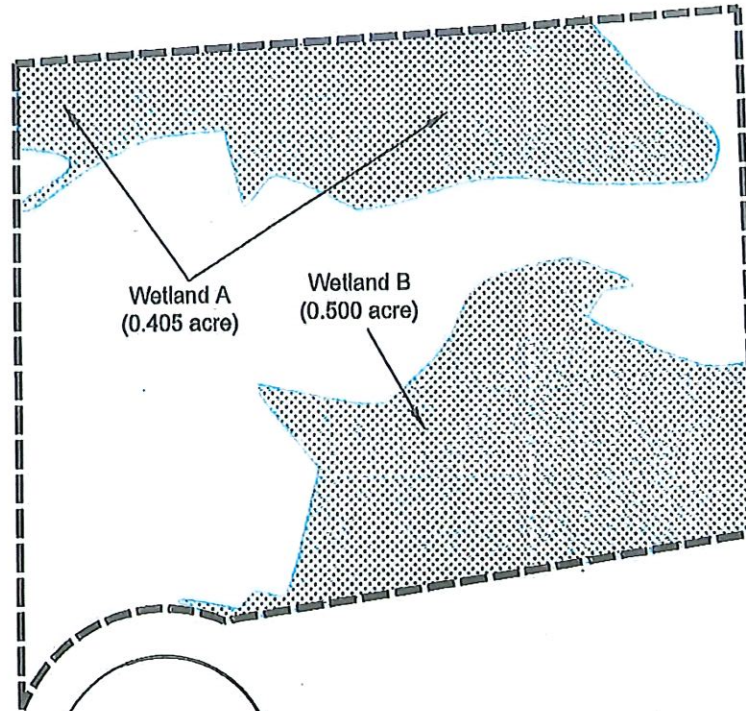
DATE	REVISION	BY	CHKD
01/11/01	1	J. L. FORD	J. L. FORD
01/11/01	2	J. L. FORD	J. L. FORD
01/11/01	3	J. L. FORD	J. L. FORD
01/11/01	4	J. L. FORD	J. L. FORD
01/11/01	5	J. L. FORD	J. L. FORD
01/11/01	6	J. L. FORD	J. L. FORD
01/11/01	7	J. L. FORD	J. L. FORD
01/11/01	8	J. L. FORD	J. L. FORD
01/11/01	9	J. L. FORD	J. L. FORD
01/11/01	10	J. L. FORD	J. L. FORD

PERMITS CALCULATION
1" SCALE FOR 25' FEET
REQUIRED 10' SPACE


SYMBOL	DESCRIPTION
DL 1" CONTOUR	DL 1" CONTOUR
DL 5" CONTOUR	DL 5" CONTOUR
DL 10" CONTOUR	DL 10" CONTOUR
DL 20" CONTOUR	DL 20" CONTOUR
DL 40" CONTOUR	DL 40" CONTOUR
DL 80" CONTOUR	DL 80" CONTOUR
DL 160" CONTOUR	DL 160" CONTOUR
DL 320" CONTOUR	DL 320" CONTOUR
DL 640" CONTOUR	DL 640" CONTOUR
DL 1280" CONTOUR	DL 1280" CONTOUR
DL 2560" CONTOUR	DL 2560" CONTOUR
DL 5120" CONTOUR	DL 5120" CONTOUR
DL 10240" CONTOUR	DL 10240" CONTOUR
DL 20480" CONTOUR	DL 20480" CONTOUR
DL 40960" CONTOUR	DL 40960" CONTOUR
DL 81920" CONTOUR	DL 81920" CONTOUR
DL 163840" CONTOUR	DL 163840" CONTOUR
DL 327680" CONTOUR	DL 327680" CONTOUR
DL 655360" CONTOUR	DL 655360" CONTOUR
DL 1310720" CONTOUR	DL 1310720" CONTOUR
DL 2621440" CONTOUR	DL 2621440" CONTOUR
DL 5242880" CONTOUR	DL 5242880" CONTOUR
DL 10485760" CONTOUR	DL 10485760" CONTOUR
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DL 5368709120" CONTOUR	DL 5368709120" CONTOUR
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MAP 3

Prepared for David A. Moorhead	
1.86 Acres, York Beta Drive North Royalton, Ohio	
Prepared by DAVEY RESOURCE GROUP <small>A Division of The Trapp Tree Relief Company</small>	Data used to produce this map were collected on August 17, 2012

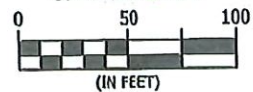


--- = Study area

 = Areas of wetlands delineated within study area (0.905 acre)



GRAPHIC SCALE



ORDINANCE NO. 23-97

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR, FINANCE DIRECTOR AND CITY ENGINEER TO ENGAGE DIGIOIA SUBURBAN EXCAVATING TO ASSUME THE RESPONSIBILITY TO CONCLUDE THE YORK ROAD SANITARY SEWER PROJECT FOR A SUM NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), AND DECLARING AN EMERGENCY

- WHEREAS: In April of 2023, Council passed Ordinance 23-42 awarding to International Excavating of Ohio the contract for the York Road Sanitary Sewer project; and
- WHEREAS: International Excavating of Ohio has failed to successfully complete the project which was scheduled to be done by the terms of the contract on June 30, 2023 and is still not done; and
- WHEREAS: As a result of the failure of the contractor to complete the terms of the contract in a timely and workmanlike manner, the Administration has given a Notice of Termination to both the contractor and the West Bend Mutual Insurance Company, which company issued the performance bond in favor of the city for the satisfactory completion of the project; and
- WHEREAS: It is incumbent upon the city to complete the project and engage a quality contractor for that purpose and to do swiftly so as to meet the obligations owed to the residents and reduce any further disruption of the York Road Paving Project already underway; and
- WHEREAS: DiGioia-Suburban Excavating has ~~indicated~~ both the current availability to do the work and for a price within the engineer’s estimate of the cost of completion; and
- WHEREAS: Council desires to engage DiGioia-Suburban Excavating to conclude the project in a timely and workmanlike manner based upon the estimate of the City Engineer and in recognition of the limited time available to do so without competitive bidding.

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, Finance Director and City Engineer to contract with and engage the services of DiGioia-Suburban Excavating to complete the York Road Sewer Project for a sum not to exceed Seventy-Five Thousand Dollars (\$75,000) pursuant to a form of agreement satisfactory to the Law Director and without competitive bidding.
- 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 contract with and engage the services of DiGioia-Suburban Excavating to complete the York Road Sewer Project.

PRESIDENT OF COUNCIL

APPROVED:

MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 23-98

INTRODUCED BY: Wos, Dietrich, Webber

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE ONE (1) 2023 CHEVROLET TAHOE 4X4 FOR THE NORTH ROYALTON FIRE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR TIM LALLY CHEVROLET FOR AN AMOUNT NOT TO EXCEED \$44,206.00, REPEALING ORDINANCE 22-75, AND DECLARING AN EMERGENCY

WHEREAS: Council previously adopted Ordinance 22-75 which authorized the purchase of one (1) 2023 Chevrolet Tahoe 4X4 for the North Royalton Fire Department; due to the vehicle being unavailable through State bidding in 2022, it is appropriate to repeal Ordinance 22-75 and authorize the purchase of one (1) 2023 Chevrolet Tahoe 4X4 in lieu thereof, and

WHEREAS: The city is purchasing this equipment through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and

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

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

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$44,206.00 for the purchase of one (1) 2023 Chevrolet Tahoe 4X4 for the North Royalton Fire Department pursuant to Contract No. RS1010764 through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Tim Lally Chevrolet, Inc., 24999 Miles Road, Warrensville Heights, Ohio 44128, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Fire Chief is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

Section 2. Ordinance 22-75 is hereby repealed in its entirety.

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

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

PRESIDENT OF COUNCIL APPROVED: MAYOR

DATE PASSED: DATE APPROVED:

ATTEST: DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

PURCHASER North Royalton FireInvoice
47010

BUYERS ORDER

ADDRESS 7000 Royalton RdCITY North Royalton STATE Oh ZIP 44133

RES. PHONE () _____

BUS. PHONE (440) 759-8421E-MAIL rchegan@northroyalton.org DATE 08/15/23MOBILE NO. (440) 237-3850

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED

MOTOR VEHICLE: ☒ NEW ☐ USED ☐ DEMO ☐ RENTAL ☐ FACTORY OFFICIAL

VEHICLE

SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
	Chevrolet	2023	Tahoe 4 x 4	SSV	RED	Black	T231393	1GNSKLED2PR453355

DEAL NO. 47010

CUSTOMER NO. _____

MILEAGE ON PURCHASED VEHICLE: _____

Accurate Unless Marked Not Accurate

☐ NOT ACCURATE

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate Salvage Vehicle? <input type="checkbox"/> Yes			
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			
TRADE IN RECORD - TRADE 2			
YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate Salvage Vehicle? <input type="checkbox"/> Yes			
BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____			
REMARKS:			
DEPOSIT (PARTIAL PAYMENT) RECEIPT – Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit. X _____			
NEGATIVE EQUITY DISCLOSURE & CONSENT – I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity). X _____			
ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. X _____			

PRICE OF VEHICLE	\$	39850.00
OTHER GOODS & SERVICES	4x4 SSV	2995.00
4 additon keys/key alike		85.00
Horn / siren circ. wiring		55.00
Grill lamp and siren circ. wiring		96.00
BTV Remote Start		300.00
6E8 Fleet key calibration		25.00
6C7 Red/white front dome light		170.00
9V2 Special Paint Red		595.00
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		44171.00
TRADE-IN ALLOWANCE(S)	()	
TAX BASE		
SALES TAX _____ %		
TITLE FEE		15.00
REGISTRATION FEE		20.00
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		44206.00
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	44206.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this _____ day of _____, _____

PURCHASER(S) _____

SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____

STATE OF OHIO

DEPARTMENT OF ADMINISTRATIVE SERVICES

GENERAL SERVICES DIVISION

OFFICE OF PROCUREMENT SERVICES

4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: NEW, MODEL YEAR 2023 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, LAW ENFORCEMENT VEHICLES (CHEVROLET TAHOE)

CONTRACT No.: RSI010764CONTRACT ID: 10764EFFECTIVE DATES: 10/01/2022 to 09/30/2023SUPPLIER: Tim Lally Chevrolet

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SRC0000005432. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the item(s) listed. The respective bid response, including the Instructions to Bidders and Standard Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 09/30/25 unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

<https://supplier-emarketplace.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed: _____

Kathleen C. Madden, Director

Date

1 - SPECIFICATIONS AND REQUIREMENTS**1.1 - SCOPE**

These specifications define the State's requirements for new, Model Year 2023 or manufacturer's current production model, law enforcement vehicles to be utilized by State Agencies in the operation of State government, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing program.

Vehicle shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

1.2 CLASSIFICATION

The information listed below is based upon vehicle purchases the Office of State Procurement had received from usage reports. Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies.

Item Number	Estimated Usage	Classification
4	1 Unit	Chevrolet Tahoe: Sporty Utility Vehicle -Full Size-4 Door-V8- Rear Wheel Drive

1.3 APPLICABLE DOCUMENTS:

The following documents are applicable to this Contract:

- A. [Ohio Revised Code Section 125](#)
- B. Ohio Revised Code Chapters [4501](#), [4503](#), [4513](#), and [4517](#)
- C. Ohio Administrative Code Sections [4501:1-3-05](#)
- D. Federal Motor Vehicle Safety Standards (FMVSS)
- E. Society of Automotive Engineers (SAE) Automotive Technical Standards
- F. Occupational Safety & Health Administration (OSHA) Regulations
- G. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- H. Model Year 2023 or Manufacturer's most current Model EPA Fuel Economy Guide
- I. State of Michigan, Department of State Police, National Law Enforcement & Corrections Technology Center and Department of Technology Management and Budget, Model Year 2023 or Manufacturer's most current Model Police Evaluation Program.

1.4 - REQUIREMENTS

In addition to the Model Year 2023 or Manufacturer's most current Model Year State of Ohio Law Enforcement Vehicles minimum specification sheets, the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Optional Equipment required to be furnished on the unit is noted on the State's Specifications. Options listed herein, are to be factory installed except for items(s) not available from the factory.

1.4.1 - REQUIRED STANDARD EQUIPMENT

The following is required standard equipment:

- A. 12V power point
- B. Rust Proofing: Each vehicle listed in this bid shall have the Manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be included with this bid certifying compliance of this requirement. NOTE: Failure to provide this warranty may result in disqualification of this bid.
- C. Spare wheel and tire
- D. All vehicles to be delivered with fuel tank at least one-half (1/2) full.
- E. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.

Radio Suppression shall be equipped with noise suppression equipment for two-way radio operation, which shall suppress vehicle electrical and electronic generated radio frequency interference problems. Broad band vehicular generated noises shall not exceed ½ microvolt, as measured by the 12 DB SINAD method, at the two-way radio receiver antenna. Further, the vehicle shall not produce any on-frequency interference problems encountered with any of the on-board systems of the supplied vehicles. It is the responsibility of the contractor to ensure that operation of properly installed two-way mobile low band radio transmitters will not adversely affect the operation of the vehicle in any manner.

- F. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, all season, steel belted radials, black walled, and meet the minimum speed rating specified (unless otherwise specified).
- G. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturing standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
- H. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
- I. Additional Option Package: This has been included on the pricing pages for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

1.4.2 - OPTIONAL EQUIPMENT, TRUNK LID WARNING FLASHING LIGHTS

Inside Trunk Lid Warning Flashing Lights are to be installed as high as possible to provide maximum visibility from the rear of the vehicle.

1.5 - DELIVERY

1.5.1 - ORDER CONFIRMATION

Upon receipt of an order from an ordering agency, contractors are expected to enter orders with the factory within two (2) days after of receipt of purchase order. The contractor will confirm receipt of the agency's order and projected shipping date to the ordering agency within two (2) working days, by either fax or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (for Delayed Delivery refer to section 1.5.3).

1.5.2 - ORDERING ENTITY CONTACT

Any State of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an order to the dealership.

1.5.3 - DELAYED DELIVERY

- A. Certain agencies may require delayed delivery on various items within this Contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.
- B. If ordering entities elect to take delivery at the Contractor's place of business, pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

1.5.4 - DELIVERY INSTRUCTIONS

The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of Procurement Services.

1.5.5 - MANUFACTURERS PRODUCTION TERMINATION NOTICE (BUILD-OUT)

- A. The contractor is required to notify the Office of Procurement Services when build out dates are released by the manufacturer. A Build Out Schedule is listed in the Contract to assist entities in planning vehicle purchases. If an order is accepted by the contractor after the build out date and price protection for the new model year has not been established, the normal delivery timeline for delivery is required.
- B. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates but are urged to submit their orders as quickly as possible after receipt of the contract.
- C. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the Contract price.
- D. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

1.6 - NOTES1.6.1 - WARRANTY

Unless ordered with extended warranty, manufacturer's standard warranty shall apply, copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

1.6.2 - SPECIFICATION CONFORMATION & EXTRA ACCESSORIES

Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with State of Ohio requirements. Any extra accessories delivered on vehicles cannot and will not be paid for.

1.6.3 - ORDERING REQUIREMENTS/LIMITATIONS

Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.

1.6.4 - ADDITIONAL OPTIONS

Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.

If offering additional options, include the information in the Additional Option Package on the Item Grid.

1.6.5 - DIFFERENTIAL TYPE/RATIO

For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided (include information on the Specification Identification, Unspecified Option Price, & Delivery form and attach form via Questionnaire) and is to quote any additional ratio that may be available when preparing their bid.

1.6.6 - MILES PER GALLON REQUIREMENT (2019 DATA) EPA ESTIMATED MILEAGE

Vehicles bid shall be equipped with an engine that meets at least the minimum requirements for the EPA Estimated Mileage as stated in the State of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.

1.7 - SPECIFICATION SHEETS

Shown below are the specifications requirements for equipment that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations providing equivalent performance in the Questionnaire. Failure to comply may deem the bid not responsive

Item 4: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V8 – RWD (4x2)

Line No.	Standard Specification Items	Minimum Requirements
Brand		
1.	Manufacturer Make	Chevrolet (No Equivalent Offer)
2.	Manufacturer Model	Tahoe (No Equivalent Offer)
Powertrain		
3.	Engine Type (Liter/Cylinder)	5.3L, V8
4.	Horsepower (Net HP)	355
5.	Transmission	Automatic, 10 Speed
6.	Drive Type	Rear 2-Wheel Drive
7.	Alternator (amps)	150
8.	Flexible Fuel Vehicle (FFV)	N/A
9.	Battery (CCA)	720
10.	Cooling System	Heaviest Duty Available
11.	EPA Estimated Mileage (City/Highway MPG)	15/22 (Gasoline)
Drivability		
12.	Steering	Electric Power-Assist
13.	Power Antilock Brakes (ABS) Front & Rear	Required
Exterior		
14.	Number of Doors	4
15.	Wheelbase (in.)	120.9
16.	No Body Side Molding	Required FR & RR
17.	Exterior Mirrors – Right & Left Mounted	Power Remote
18.	Paint	Auburn Metallic, Dark Ash Metallic, Satin Steel Metallic, Summit White, Black, Empire Beige Metallic, Midnight Blue Metallic.
19.	Left Handed Spotlight, Pillar Mounted	Required
20.	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall
21.	Spare Tire/Wheel/Mending Kit	Full Size Spare
22.	Assist Steps	Required
Safety		
23.	Air Bag Restraint System (Driver & Passenger)	Required
24.	Supplement Restraint System (Driver & Passenger)	Required

Item 4: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V8 – RWD (4x2)
(continued)

Line No.	Standard Specification Items	Minimum Requirements
Seating		
25.	Seating Capacity	6
26.	Seat Covering	Cloth FR, Vinyl RR
27.	Floor Covering	Heavy Duty Rubber
28.	Front Seat Type	Bucket Adjustable – No Center Console
29.	Rear Seat Type	Split 60/40 Bench
Interior		
30.	Arm Rest on Front Doors	Required
31.	Foam Front Seat Cushion	Required
32.	Trunk/Cargo Light	Automatic
33.	Interior Lighting	Overhead Dome & Map or Dome Driver Light
34.	Interior Rear View Mirror	Day/Night
Dimensions		
35.	Fuel Capacity (Gal.)	24
36.	Base Curb Weight (lbs.)	5,200
37.	Headroom (Front/Rear) (in.)	42/38
38.	Leg Room (Front/Rear) (in.)	45/39
39.	Hip Room (Front/Rear) (in.)	60/60
40.	Shoulder Room (Front/Rear) (in.)	64/65
41.	Interior Cargo Area/ Cargo Area Seats Folded Down (cu. ft.)	25.5/72.6
Accessories		
42.	Keyed Door Lock (Driver Side Minimum)	Power w/Remote Keyless Entry
43.	Glass	High Strength, Factory Tint
44.	Rear Window Defroster	Wired in Glass
45.	Fresh Air Temperature Controlled Heater	With Windshield Defrosters
46.	Intermittent Windshield Wipers	With Dual Speed
47.	Air Conditioning	Required
48.	Radio – Factory Installed	AM/FM
49.	Radio Suppression System	Required
50.	12 Volt Power Outlet, in Front Compartment	Required
51.	Fuel at Delivery	½ Tank
52.	Speedometer/ Standard Gage Package	Required

Item 4: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V8 – RWD (4x2)
(continued)

Line No.	Standard Specification Items	Minimum Requirements
Accessories		
53.	Hood Latch Release	Inside Passenger Compartment only, by Driver Side
54.	Dual Horns, Factory Installed	Required
55.	Electronic Door Locks/ Electronic Windows	Driver Control Lock Out (Required)
56.	Rear Window Wiper/Washer	If applicable
57.	Remote Control Rear Gate Release by Driver	Required, if available
58.	Rear Door	Lift Gate
Warranty		
59.	Rust Proofing	Min. Factory Warranty
60.	Manufacturer Standard	Min. 3 yr./36,000 Mile
61.	Powertrain	Min. 5 yr./60,000 Mile
Optional Equipment Items		
62.	45-Day Tags	
63.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	
64.	4-Wheel Drive (4x4)	
65.	Grill Lamps & Siren Speakers Wiring	
66.	Horn & Siren Circuit Wiring	
67.	Carpet	
68.	No Spotlight	
69.	No Daytime Running Lights	
70.	Special Paint: Red	
71.	Inoperative Inside Rear Door Locks & Handles	
72.	Inoperative Rear Window Switches	
73.	Bucket Seats with Console	
74.	High Polished Aluminum Wheels	
75.	Max Trailering	
76.	Pursuit Police Package	
77.	2nd Row Vinyl Seats w/ Cloth Front	
78.	Front Center Seat (20%Seat) Delete	
79.	Red & White Front Auxiliary Dome Lighting	
80.	Additional Option Package: PQA Fleet Safety Package	
81.	Additional Option Package: BTV Remote Start	

Unspecified Option Price: 3.00% above manufacturer invoice

Delivery, Days After Receipt of Order: 180 Days

2 - STANDARD TERMS AND CONDITIONS

State of Ohio [Standard Terms and Conditions](#) (revised 4/19/22) will apply to this Contract.

3 - CONTRACT SPECIFIC TERMS AND CONDITIONS**3.1 - ORDER OF PRIORITY**

The order of priority of the Contract will be the following: 1.) Specifications and Requirements; 2) Contract Specific Terms and Conditions; 3) Standard Terms and Conditions.

3.2 - AMENDMENT TO CONTRACT TERMS AND CONDITIONS

The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

3.3 - FIRM FIXED-PRICE CONTRACT

The Contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

3.4 - OPTIONS PRICING NOTE

Options prices bid are to be less than the manufacturer's suggested retail price(s) (MSRP). Bidder signifies by the completion of "Bid Certification" in their response that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

Bidders must indicate whether an option item is included with the base unit, no additional charge, not available, or a price for the option. On the Item Grid, the following must be used to indicate one of those choices:

- Included with base unit or available at no additional charge: On the Item Grid, enter \$0.00
- Not available: On the Item Grid, mark 'Yes' in the Decline column
- Price: On the Item Grid, enter the dollar value

3.4.1 - REQUIRED OPTIONS

Line items with a value greater than 0 in the "Units to Evaluate" are Required Options. Failure to offer a Required Option may deem your bid response not responsive and ineligible for award. Bidders must either, indicate the Required Option is included with the base unit or available at no additional charge by entering \$0.00, or providing a price. Bidders that decline a Required Option or respond with no cost but cannot provide this item may be deemed not responsive and ineligible for award.

If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Part Number field is to include an "AM" designation.

3.4.2 - ADDITIONAL OPTION PACKAGES

Bidders may elect to supply pricing for popular or common option packages not included as a required options on the Item Grid. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the Contract.

3.4.3 - UNSPECIFIED OPTION PRICE

Unspecified option price is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

Any option not specified on the Item Grid will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. Bidder is to specify the percentage on the Specification Identification, Unspecified Option Price, & Delivery form and attach form via Questionnaire. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price specified by the Bidder will not be used in the vehicle evaluation.

3.5 - TRANSPORTATION CHARGES

Any items(s) ordered from this Contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the State of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the item page. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the State of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

3.6 - MINIMUM DELIVERY CHARGE

This charge is to be used when the rate per mile per vehicle, as listed on the catalog, times the number of round-trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

3.7 - PLACEMENT OF ORDERS

Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

3.8 - PURCHASE ORDERS

The Purchase Orders for item(s) listed in this Contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official State of Ohio Purchase Order or, by a purchase order issued by the State's third-party financing administrator. The State will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the Contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the Contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

ALL purchase orders placed against this Contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

	TITLE TO:	SHIP TO:	BILL TO:
AGENCY TAX NO.	_____		
AGENCY	_____	_____	_____
ADDRESS	_____	_____	_____
CITY/STATE	_____	_____	_____
COUNTY	_____	CONTACT _____	TELEPHONE _____

3.9 - SUBMISSION OF INVOICES

Refer to the Standard Contract Terms and Conditions; IV, Order and Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

3.10 - PAYMENT

During the term of this Contract, a third-party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third-party administrator. Contractors will continue to receive payment in full; either from the State or the third-party administrator. If payment is received from the third-party administrator, the title to the vehicle is to (may) be forwarded to the third-party administrator. If a third-party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies may purchase through a third-party administrator or quantity of vehicles being purchased. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer (EFT) may be used as payment method with mutual agreement between the third-party financing administrator and the dealer.

Payment will be issued once full order is completed and vehicles are delivered to ordering agency.

3.11 - CANCELLATION AFTER ORDER CONFIRMATION

If an ordering agency needs to cancel any units due to agency error (wrong vehicle, over purchase, discontinued use, inventory reduction, etc.) after receiving the confirmation from the factory as described in Section 1.5, Delivery, the contractor may accept or reject the cancellation. If the contractor accepts the cancellation, they may charge a fee of up to \$1,000.00 per vehicle cancelled to recover costs for reselling the vehicle.

3.12 - SERVICE

The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. This requires that all fluids are filled to their maximum levels unless otherwise defined. Unit shall conform to all current Federal Safety Regulations including OSHA.

3.13 - SERVICE POLICY

The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.

3.14 - CERTIFICATE OF TITLE

The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.

3.15 - AGENCY REGISTRATION

The contractor shall furnish the Title Documents for each new vehicle and deliver same to the department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$15.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

3.16 - ADVERTISEMENT

Dealer name-signs shall not be affixed to any part of the delivered vehicle.

3.17 - DEALER LICENSE

Contractor must be licensed to sell motor vehicles in the State of Ohio pursuant to ORC [4517.12](#). DAS may ask for proof of a dealers license/permit.

The Bidder should submit their dealer license/permit issued by the State of Ohio with their bid response. If not provided as part of the bid response, the Bidder must provide said dealer license within five (5) business days after request/notification by the Office of Procurement Services. Failure to submit the dealer license within the stated time period may result in the bid response being deemed as not responsive.

3.18 - AUTHORIZED DEALER STATEMENT

Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the products they are bidding. Bidders should submit a letter with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead and must be signed by a duly authorized manufacturer's representative. If not provided as part of the bid response, the Bidder must provide said statement within five (5) business days after request/notification by the Office of Procurement Services. Failure to submit the certification letter within the stated time period may result in the bid response being deemed as not responsive.

3.19 - SALES LICENSE

Contractor must be licensed to sell new motor vehicles pursuant to ORC [4517.01](#) and [4517.02](#).

DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the Bidder will have five (5) business days to respond.

If the owner/partner who is listed on the dealer's license is selling to the State, rather than a salesperson, an affirmation letter stating this must be provided in lieu of a salesperson license.

3.20 - USAGE REPORTS

Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (GDC050).

Contractor is to submit two (2) separate reports, one (1) for state agencies purchases and the other report for political subdivision purchases.

INDEX NUMBER	CONTRACT NUMBER	CUSTOMER	ITEM NUMBER	# UNITS SOLD	\$ VALUE
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3.21 - ENERGY POLICY ACT

The Energy Policy Act was signed into law in 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

4 - INVITATION TO BID INSTRUCTIONS

[Instructions, Terms and Conditions for Bidding](#) that apply to the solicitation.

5 - SPECIAL INSTRUCTIONS TO BIDDERS**5.1 - DELIVERY**

Supplies will be delivered to the participating agency within the timeframe noted on the contract for the item after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency.

5.2 - CONTRACT AWARD

The contract will be awarded to the lowest responsive and responsible bidder by specified manufacturer brand pursuant to Ohio Administrative Code 123:5-1-10(K). No other brands of products will be acceptable.

5.3 - EVALUATION

Bids will be evaluated in accordance with Article I-15 of the "Instructions to Bidders". In addition, the State will evaluate the bid based on the total item cost, which equals the estimated number of units multiplied by the unit bid price plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no "delivery charge per mile round trip map mileage rate" supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The State reserves the right to reject the "per mile" delivery charge or the "minimum" delivery charge if it is determined to be excessive.

Example Calculation:

Total Item Cost = [(vehicle unit price) x (estimated number of units)] + [(delivery charge per mile round trip x 300) x estimated number of vehicles]

5.4 - DESCRIPTIVE LITERATURE

The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

5.5 - COOPERATIVE PURCHASING CONTRACT

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative

Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

5.6 - CONTRACTOR QUARTERLY SALES REPORT

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to Ohio|Buys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using Ohio|Buys at the following web address supplier-emarketplace.ohio.gov. If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

5.7 - CONTRACTOR REVENUE SHARE

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals $\frac{3}{4}$ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment> select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

6 - AMENDMENTS**6.1 - SUMMARY OF AMENDMENTS**

Amendment Number	Effective Date	Description
1	08/25/23	This amendment is issued to advise that this contract will not be renewed beyond the current expiration date of 09/30/23. This contract will be rebid.

ORDINANCE NO. 23-99

ORDINANCE NO. 23-99

AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM
PIERCE CAPONE AND AMANDA CAPONE, PERMANENT PARCEL NO.
489-26-026, AND DECLARING AN EMERGENCY

WHEREAS: Pierce Anthony Capone and Amanda Capone have granted the City of North Royalton a perpetual utility easement for Permanent Parcel Nos. 489-26-026 for the creation of a multi-purpose utility easement upon and across the within described real estate; and

WHEREAS: Council desires to accept said easement.

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

Section 1. Council hereby accepts a perpetual utility easement for Permanent Parcel No. 489-26-026, a copy of which is attached hereto and marked as Exhibit A.

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

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the perpetual utility easement for Permanent Parcel Nos. 489-26-026 so that work can commence.

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:

PERPETUAL UTILITY EASEMENT

Pierce Anthony Capone and Amanda Capone, husband and wife, the Grantor(s), as a gift/donation to the City of North Royalton, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, a perpetual multi-purpose utility easement for the construction and maintenance upon and across the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted; provided, (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter), which is more particularly described in Exhibit A attached, the following described real estate:

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 489-26-026

Prior Instrument Reference: Survivorship Deed Instrument #20230505000079 and by recorded Plat in Volume 217 of Maps, Page 24 Cuyahoga County Recorder's Office

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

IN WITNESS WHEREOF
August, 2023.

have hereunto set their hands on the 4th day of


Pierce Anthony Capone


Amanda Capone

STATE OF OHIO, COUNTY OF Cuyahoga. SS:

BE IT REMEMBERED, that on the 4th day of August, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JENNIFER DUKES
Notary Public
State of Ohio
My Comm. Expires
December 19, 2027

NOTARY PUBLIC

My Commission expires: 12-19-2027

This document was prepared by: The City of North Royalton, Ohio

EXHIBIT A / P.P.N. 489-26-026

**15 FOOT PERMANENT EASEMENT
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public use, including, but not limited to any utility construction, relocation, and/or utility maintenance work deemed appropriate by the City of North Royalton, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residential area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

(Surveyor's description of the premises follows)

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Sublot 105 in The Perlbrook Subdivision of part of Original Royalton Township Section 20 as recorded by Plat Volume 217, Page 24 Cuyahoga County Map Records and described as follows:

Being the Easterly 15 feet of said Sublot 105, 15.00 feet on the northerly line, 107.55 feet on the easterly line, 15.00 feet on the southerly line and 107.55 feet on a line parallel and 15.00 feet perpendicular to the easterly line of said Sublot 105. Containing 1613 square feet or 0.0370 acres of land and being the same 15.00 foot Drainage Easement as recorded by said Perlbrook Subdivision.

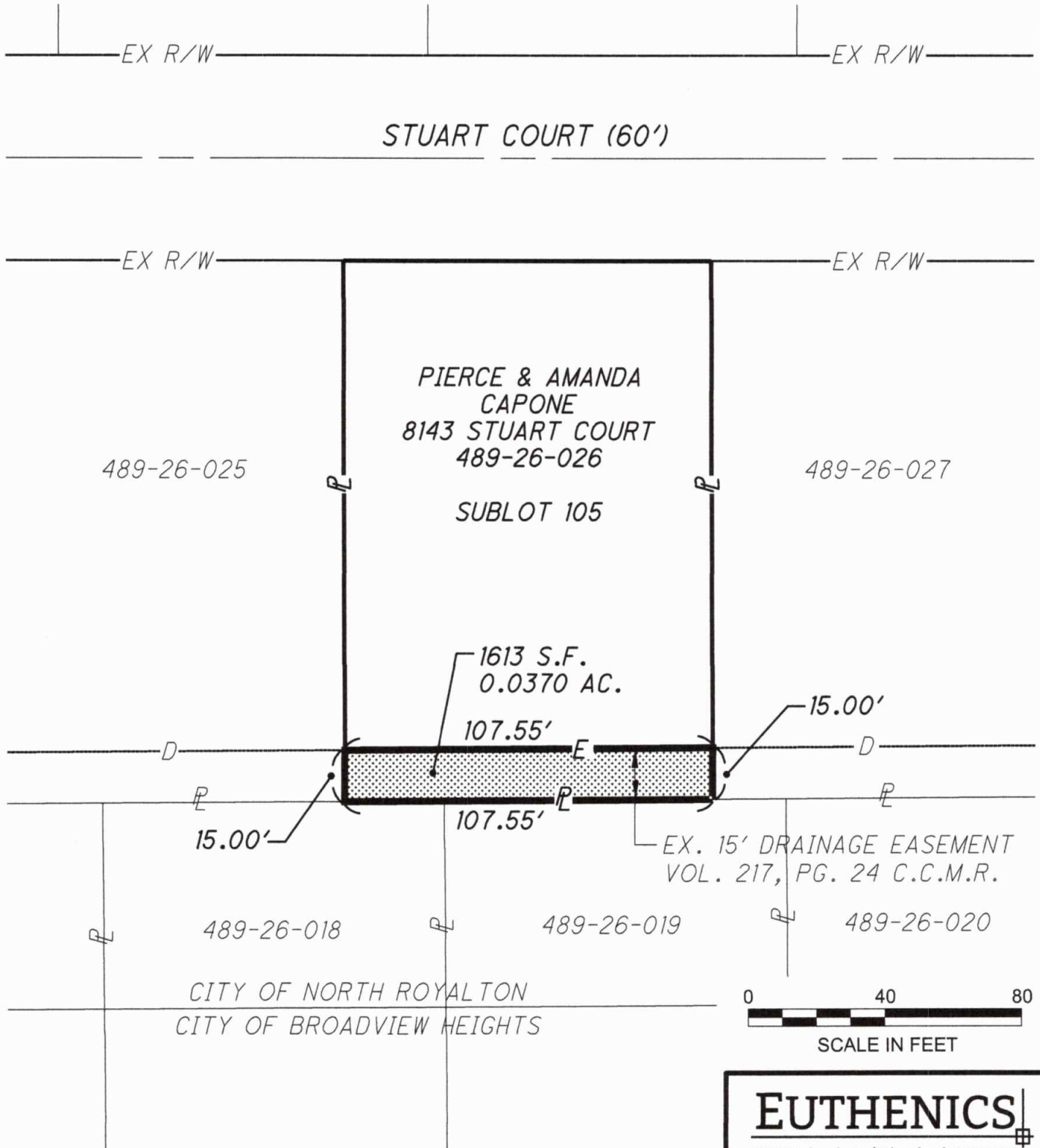
The above described parcel being part of Permanent Parcel No. 489-26-026.

This description was prepared by John M. Zaranec, Jr. P.S. 7126 and Euthenics Inc. dated June 2023.

PARCEL 489-26-026
PERMANENT EASEMENT
EXHIBIT "A"



SITUATED IN THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, STATE OF OHIO
AND KNOWN AS BEING SUBLOT 105 RECORDED BY PLAT VOL. 217, PG. 24 C.C.M.R. IN
THE PERLBROOK SUBDIVISION OF PART OF ORIGINAL ROYALTON TOWNSHIP LOT NO. 20



EUTHENICS
8235 Mohawk Dr. | Cleveland, OH 44136

ORDINANCE NO. 23-100

ORDINANCE NO. 23-100

AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM
JOHN HAFT, PERMANENT PARCEL NO.
489-26-024, AND DECLARING AN EMERGENCY

WHEREAS: John Maximilian Haft has granted the City of North Royalton a perpetual utility easement for Permanent Parcel Nos. 489-26-024 for the creation of a multi-purpose utility easement upon and across the within described real estate; and

WHEREAS: Council desires to accept said easement.

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

Section 1. Council hereby accepts a perpetual utility easement for Permanent Parcel No. 489-26-024, a copy of which is attached hereto and marked as Exhibit A.

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

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the perpetual utility easement for Permanent Parcel Nos. 489-26-024 so that work can commence.

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:

PERPETUAL UTILITY EASEMENT

John Maximilian Haft, the Grantor(s), as a gift/donation to the City of North Royalton, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, a perpetual multi-purpose utility easement for the construction and maintenance upon and across the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted; provided, (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter), which is more particularly described in Exhibit A attached, the following described real estate:

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 489-26-024

Prior Instrument Reference: #201604120420 and by recorded Plat in Volume 217 of Maps, Page 24 Cuyahoga County Recorder's Office

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

IN WITNESS WHEREOF have hereunto set their hands on the 22nd day of August, 2023.


John Maximilian Haft

STATE OF OHIO, COUNTY OF Cuyahoga. SS:

BE IT REMEMBERED, that on the 22nd day of August, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JENNIFER DUKES
Notary Public
State of Ohio
My Comm. Expires
December 19, 2027



NOTARY PUBLIC
My Commission expires: 12-19-2027

This document was prepared by: The City of North Royalton, Ohio

EXHIBIT A / P.P.N. 489-26-024

**15 FOOT PERMANENT EASEMENT
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public use, including, but not limited to any utility construction, relocation, and/or utility maintenance work deemed appropriate by the City of North Royalton, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residential area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

(Surveyor's description of the premises follows)

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Sublot 103 in The Perlbrook Subdivision of part of Original Royalton Township Section 20 as recorded by Plat Volume 217, Page 24 Cuyahoga County Map Records and described as follows:

Being the Easterly 15 feet of said Sublot 103, 15.00 feet on the northerly line, 106.70 feet on the easterly line, 15.00 feet on the southerly line and 106.70 feet on a line parallel and 15.00 feet perpendicular to the easterly line of said Sublot 103. Containing 1601 square feet or 0.0367 acres of land and being the same 15.00 foot Drainage Easement as recorded by said Perlbrook Subdivision.

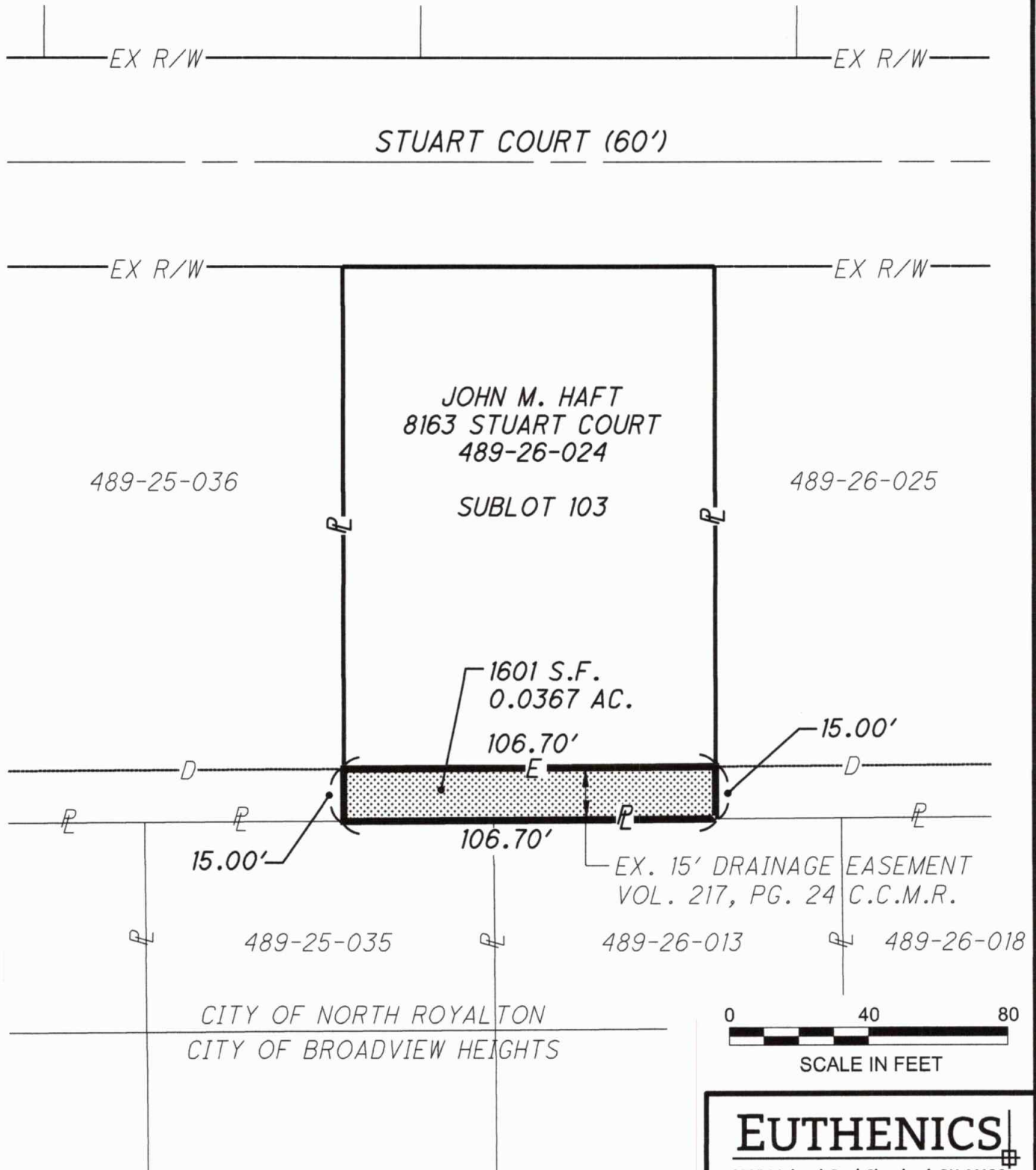
The above described parcel being part of Permanent Parcel No. 489-26-024.

This description was prepared by John M. Zaranec, Jr. P.S. 7126 and Euthenics Inc. dated June 2023.

PARCEL 489-26-024
PERMANENT EASEMENT
EXHIBIT "A"



SITUATED IN THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, STATE OF OHIO
AND KNOWN AS BEING SUBLT 103 RECORDED BY PLAT VOL. 217, PG. 24 C.C.M.R. IN
THE PERLBROOK SUBDIVISION OF PART OF ORIGINAL ROYALTON TOWNSHIP LOT NO. 20



ORDINANCE NO. 23-101

ORDINANCE NO. 23-101

AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM
ZBIGNIEW LESICZKA AND BOZENA LESICZKA, PERMANENT PARCEL NO.
489-25-036, AND DECLARING AN EMERGENCY

WHEREAS: Zbigniew Lesiczka and Bozena Lesiczka has granted the City of North Royalton a perpetual utility easement for Permanent Parcel Nos. 489-25-036 for the creation of a multi-purpose utility easement upon and across the within described real estate; and

WHEREAS: Council desires to accept said easement.

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

Section 1. Council hereby accepts a perpetual utility easement for Permanent Parcel No. 489-25-036, a copy of which is attached hereto and marked as Exhibit A.

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

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the perpetual utility easement for Permanent Parcel Nos. 489-25-036 so that work can commence.

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:

PERPETUAL UTILITY EASEMENT

Zbigniew Lesicka & Bozena Lesiczka, Married Couple, the Grantor(s), as a gift/donation to the City of North Royalton, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, a perpetual multi-purpose utility easement for the construction and maintenance upon and across the within described real estate. The Grantees will take over the maintenance of the existing storm drainage creek/ditch within the defined easement; the Grantee will review the area and begin to remove dead wood etc. as well as work to redefine the flow channel. Each affected property owner will be notified ahead of this proposed work. Any areas of erosion and undermining will be remediated and restored as best as possible to alleviate any future issues.

Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted; provided, (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter), which is more particularly described in Exhibit A attached, the following described real estate:

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 489-25-036

Prior Instrument Reference: #201007200110 and by recorded Plat in Volume 217 of Maps, Page 24 Cuyahoga County Recorder's Office

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all

taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

IN WITNESS WHEREOF have hereunto set their hands on the 18th day of August, 2023.

Zbigniew Lesiczka
Zbigniew Lesiczka

Bozena Lesiczka
Bozena Lesiczka

STATE OF OHIO, COUNTY OF Cuyahoga. SS:

BE IT REMEMBERED, that on the 18th day of August, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JENNIFER DUKES
Notary Public
State of Ohio
My Comm. Expires
December 19, 2027

Jennifer Dukes
NOTARY PUBLIC
My Commission expires: 12-19-2027

This document was prepared by: The City of North Royalton, Ohio

EXHIBIT A / P.P.N. 489-25-036

**15 FOOT PERMANENT EASEMENT
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public use, including, but not limited to any utility construction, relocation, and/or utility maintenance work deemed appropriate by the City of North Royalton, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residential area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

(Surveyor's description of the premises follows)

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Sublot 102 in The Perlbrook Subdivision of part of Original Royalton Township Section 20 as recorded by Plat Volume 217, Page 24 Cuyahoga County Map Records and described as follows:

Being the Easterly 15 feet of said Sublot 102, 15.00 feet on the northerly line, 106.25 feet on the easterly line, 15.00 feet on the southerly line and 106.25 feet on a line parallel and 15.00 feet perpendicular to the easterly line of said Sublot 102. Containing 1594 square feet or 0.0366 acres of land and being the same 15.00 foot Drainage Easement as recorded by said Perlbrook Subdivision.

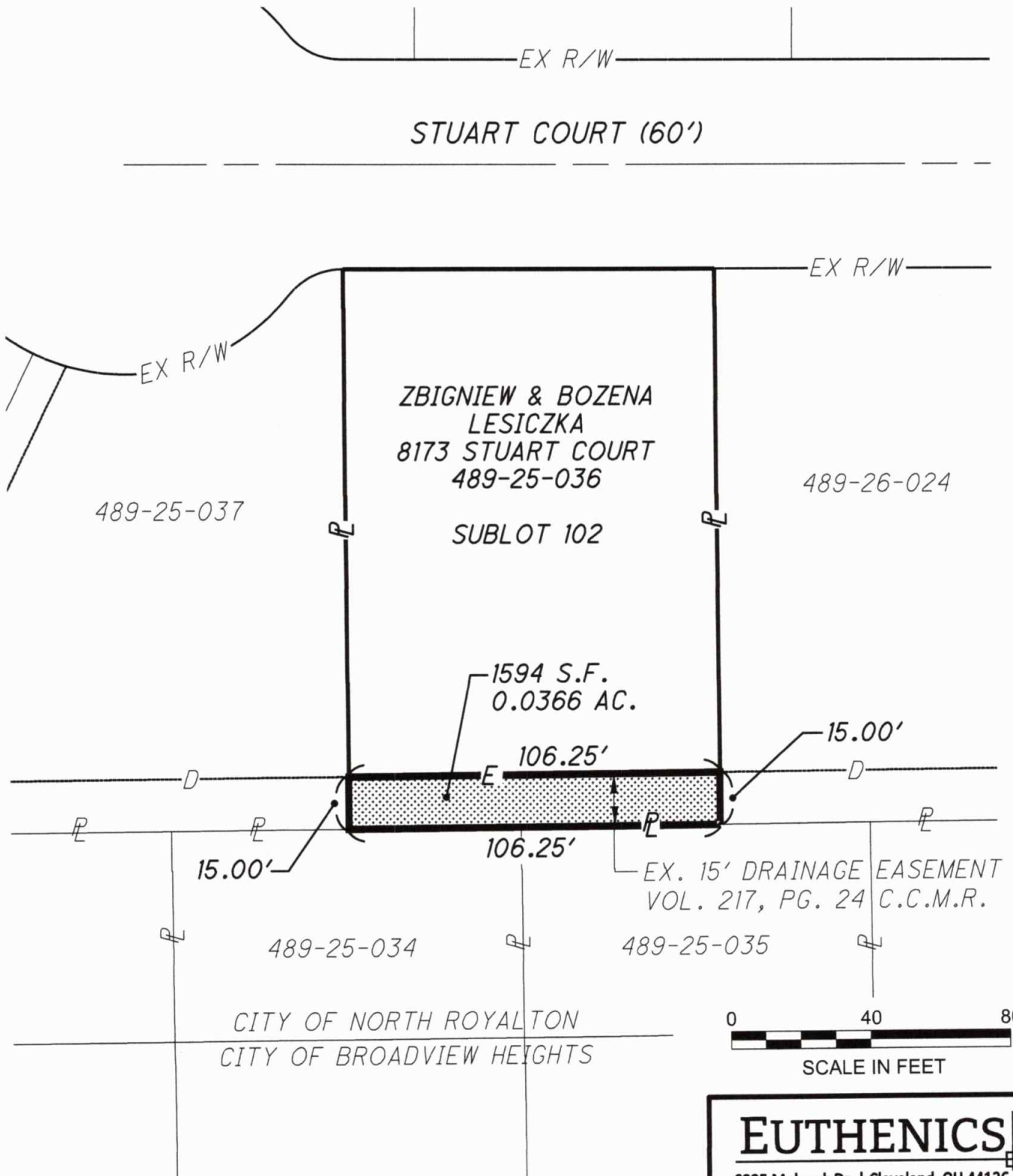
The above described parcel being part of Permanent Parcel No. 489-25-036.

This description was prepared by John M. Zaranec, Jr. P.S. 7126 and Euthenics Inc. dated June 2023.

PARCEL 489-25-036
PERMANENT EASEMENT
EXHIBIT "A"



SITUATED IN THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, STATE OF OHIO
AND KNOWN AS BEING SUBLOT 102 RECORDED BY PLAT VOL. 217, PG. 24 C.C.M.R. IN
THE PERLBROOK SUBDIVISION OF PART OF ORIGINAL ROYALTON TOWNSHIP LOT NO. 20



EUTHENICS
8235 Mohawk Dr. | Cleveland, OH 44136

ORDINANCE NO. 23-102

ORDINANCE NO. 23-102

AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM
DONNA MAJOROS, PERMANENT PARCEL NO.
489-25-037, AND DECLARING AN EMERGENCY

WHEREAS: Donna M. Majoros has granted the City of North Royalton a perpetual utility easement for Permanent Parcel Nos. 489-25-037 for the creation of a multi-purpose utility easement upon and across the within described real estate; and

WHEREAS: Council desires to accept said easement.

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

Section 1. Council hereby accepts a perpetual utility easement for Permanent Parcel No. 489-25-037, a copy of which is attached hereto and marked as Exhibit A.

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

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the perpetual utility easement for Permanent Parcel Nos. 489-25-037 so that work can commence.

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:

PERPETUAL UTILITY EASEMENT

Donna M. Majoros, the Grantor(s), as a gift/donation to the City of North Royalton, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, a perpetual multi-purpose utility easement for the construction and maintenance upon and across the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted; provided, (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter), which is more particularly described in Exhibit A attached, the following described real estate:

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 489-25-037

Prior Instrument Reference: #201705050535 and by recorded Plat in Volume 217 of Maps, Page 24 Cuyahoga County Recorder's Office

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

IN WITNESS WHEREOF have hereunto set their hands on the 25th day of August, 2023.



Donna M. Majoros

STATE OF OHIO, COUNTY OF Cuyahoga. SS:

BE IT REMEMBERED, that on the 25th day of August, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.




NOTARY PUBLIC
My Commission expires: 10/05/2024

This document was prepared by: The City of North Royalton, Ohio

EXHIBIT A / P.P.N. 489-25-037

**15 FOOT PERMANENT EASEMENT
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public use, including, but not limited to any utility construction, relocation, and/or utility maintenance work deemed appropriate by the City of North Royalton, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residential area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

(Surveyor's description of the premises follows)

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Sublot 101 in The Perlbrook Subdivision of part of Original Royalton Township Section 20 as recorded by Plat Volume 217, Page 24 Cuyahoga County Map Records and described as follows:

Being the Easterly 15 feet of said Sublot 101, 15.00 feet on the northerly line, 155.98 feet on the easterly line, 16.75 feet on the southerly line and 148.62 feet on a line parallel and 15.00 feet perpendicular to the easterly line of said Sublot 101. Containing 2285 square feet or 0.0525 acres of land and being the same 15.00 foot Drainage Easement as recorded by said Perlbrook Subdivision.

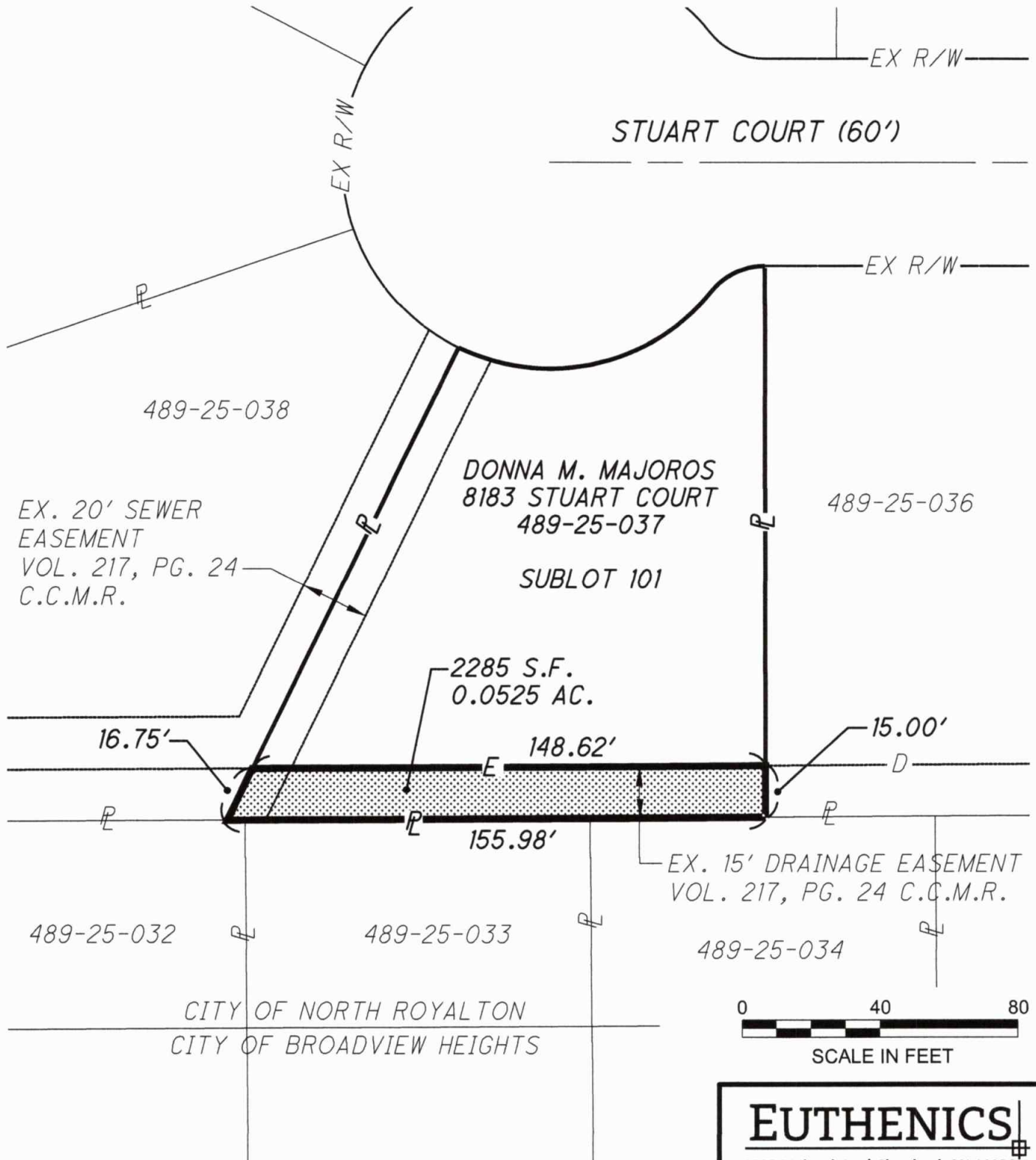
The above described parcel being part of Permanent Parcel No. 489-25-037.

This description was prepared by John M. Zaranec, Jr. P.S. 7126 and Euthenics Inc. dated June 2023.

PARCEL 489-25-037
PERMANENT EASEMENT
EXHIBIT "A"



SITUATED IN THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, STATE OF OHIO
AND KNOWN AS BEING SUBLOT 101 RECORDED BY PLAT VOL. 217, PG. 24 C.C.M.R. IN THE
PERLBROOK SUBDIVISION OF PART OF ORIGINAL ROYALTON TOWNSHIP LOT NO. 20



EUTHENICS
8235 Mohawk Dr. | Cleveland, OH 44136

ORDINANCE NO. 23-103 INTRODUCED BY: Mayor Antoskiewicz, Barath

ORDINANCE NO. 23-103

AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM
STEPHEN METLESITZ AND BRENDA METLESITZ, PERMANENT PARCEL NO.
489-26-028, AND DECLARING AN EMERGENCY

WHEREAS: Stephen Metlesitz and Brenda C. Metlesitz have granted the City of North Royalton a perpetual utility easement for Permanent Parcel Nos. 489-26-028 for the creation of a multi-purpose utility easement upon and across the within described real estate; and

WHEREAS: Council desires to accept said easement.

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

Section 1. Council hereby accepts a perpetual utility easement for Permanent Parcel No. 489-26-028, a copy of which is attached hereto and marked as Exhibit A.

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

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the perpetual utility easement for Permanent Parcel Nos. 489-26-028 so that work can commence.

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:

PERPETUAL UTILITY EASEMENT

Stephen Metlesitz and Brenda C. Metlesitz, Husband and Wife, the Grantor(s), as a gift/donation to the City of North Royalton, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, a perpetual multi-purpose utility easement for the construction and maintenance upon and across the within described real estate. The Grantees will take over the maintenance of the existing storm drainage creek/ditch within the defined easement; the Grantee will review the area and begin to remove dead wood etc. as well as work to redefine the flow channel. Each affected property owner will be notified ahead of this proposed work. Any areas of erosion and undermining will be remediated and restored as best as possible to alleviate any future issues.

Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted; provided, (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter), which is more particularly described in Exhibit A attached, the following described real estate:

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 489-26-028

Prior Instrument Reference: # _____ and by recorded Plat in Volume
217 of Maps, Page 24 Cuyahoga County Recorder's Office

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal

highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

IN WITNESS WHEREOF have hereunto set their hands on the 8th day of August, 2023.


Stephen Metlesitz


Brenda C. Metlesitz

STATE OF OHIO, COUNTY OF Cuyahoga. ss:

BE IT REMEMBERED, that on the 8th day of August, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JENNIFER DUKES
Notary Public
State of Ohio
My Comm. Expires
December 19, 2027



NOTARY PUBLIC
My Commission expires: 12-19-2027

This document was prepared by: The City of North Royalton, Ohio

EXHIBIT A / P.P.N. 489-26-028

**15 FOOT PERMANENT EASEMENT
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public use, including, but not limited to any utility construction, relocation, and/or utility maintenance work deemed appropriate by the City of North Royalton, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residential area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

(Surveyor's description of the premises follows)

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Sublot 107 in The Perlbrook Subdivision of part of Original Royalton Township Section 20 as recorded by Plat Volume 217, Page 24 Cuyahoga County Map Records and described as follows:

Being the Easterly 15 feet of said Sublot 107, 15.21 feet on the northerly line, 121.51 feet on the easterly line, 15.00 feet on the southerly line and 118.89 feet on a line parallel and 15.00 feet perpendicular to the easterly line of said Sublot 107. Containing 1803 square feet or 0.0414 acres of land and being the same 15.00 foot Drainage Easement as recorded by said Perlbrook Subdivision.

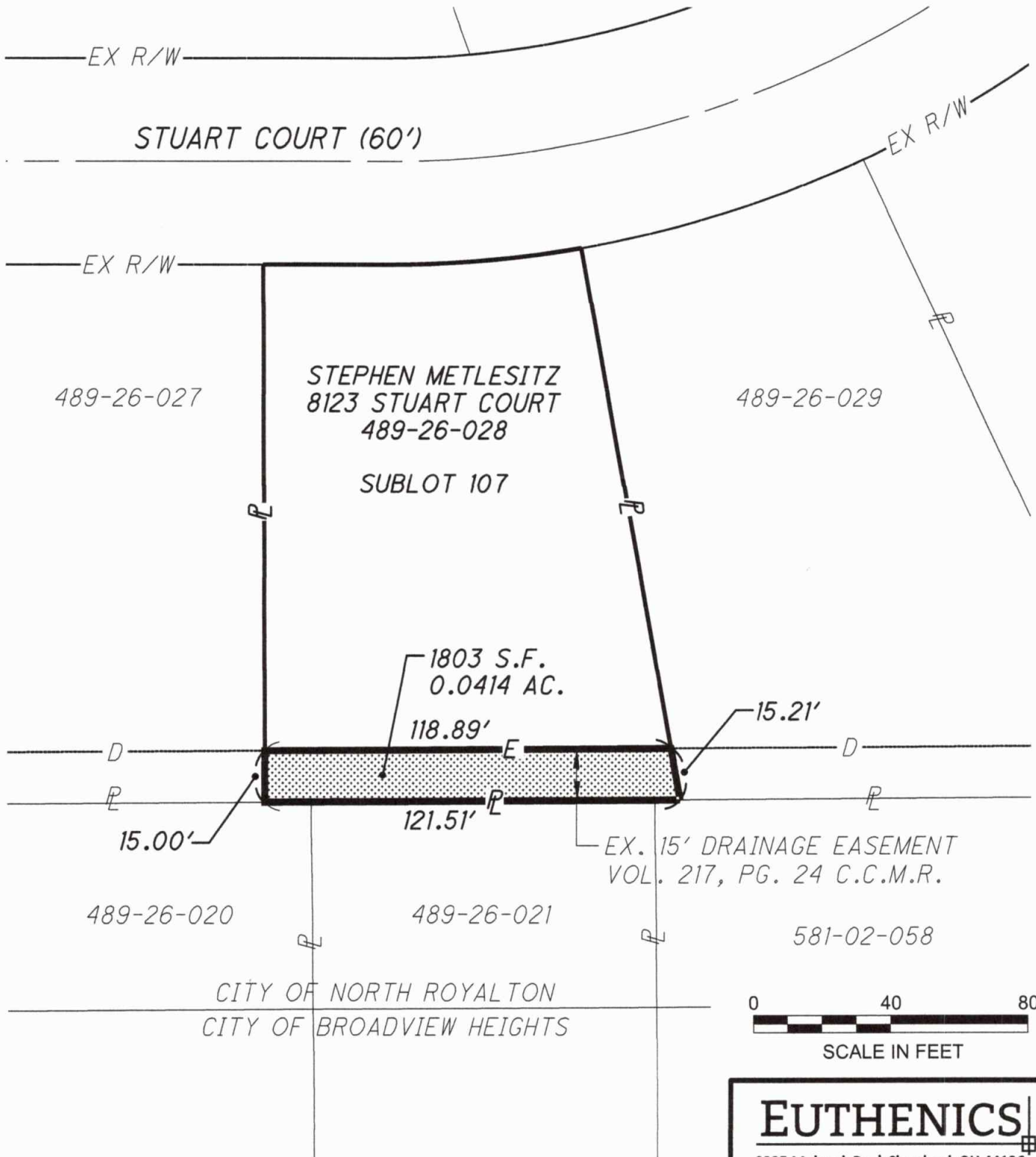
The above described parcel being part of Permanent Parcel No. 489-26-028.

This description was prepared by John M. Zaranec, Jr. P.S. 7126 and Euthenics Inc. dated June 2023.

PARCEL 489-26-028
PERMANENT EASEMENT
EXHIBIT "A"



SITUATED IN THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, STATE OF OHIO
AND KNOWN AS BEING SUBLOT 107 RECORDED BY PLAT VOL. 217, PG. 24 C.C.M.R. IN
THE PERLBROOK SUBDIVISION OF PART OF ORIGINAL ROYALTON TOWNSHIP LOT NO. 20



0 40 80
SCALE IN FEET

EUTHENICS
8235 Mohawk Dr. | Cleveland, OH 44136

ORDINANCE NO. 23-104

ORDINANCE NO. 23-104

AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM
MICHAEL MIELNICKI AND AGNIESZKA MIELNICKI, PERMANENT PARCEL NO.
489-26-029, AND DECLARING AN EMERGENCY

WHEREAS: Michael Mielnicki and Agnieszka Mielnicki have granted the City of North Royalton a perpetual utility easement for Permanent Parcel Nos. 489-26-029 for the creation of a multi-purpose utility easement upon and across the within described real estate; and

WHEREAS: Council desires to accept said easement.

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

Section 1. Council hereby accepts a perpetual utility easement for Permanent Parcel No. 489-26-029, a copy of which is attached hereto and marked as Exhibit A.

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

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the perpetual utility easement for Permanent Parcel Nos. 489-26-029 so that work can commence.

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:

PERPETUAL UTILITY EASEMENT

Michael Mielnicki and Agnieszka Mielnicki, husband and wife, the Grantor(s), as a gift/donation to the City of North Royalton, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, a perpetual multi-purpose utility easement for the construction and maintenance upon and across the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted; provided, (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter), which is more particularly described in Exhibit A attached, the following described real estate:

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 489-26-029

Prior Instrument Reference: Limited Warranty Deed Instrument #200807080131 and by recorded Plat in Volume 217 of Maps, Page 24 Cuyahoga County Recorder's Office

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

IN WITNESS WHEREOF
August, 2023.

have hereunto set their hands on the 22ND day of

Michael Mielnicki
Michael Mielnicki

Agnieszka Mielnicki
Agnieszka Mielnicki

STATE OF OHIO, COUNTY OF Cuyahoga. SS:

BE IT REMEMBERED, that on the 22ND day of August, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JENNIFER DUKES
Notary Public
State of Ohio
My Comm. Expires
December 19, 2027

Jennifer Dukes

NOTARY PUBLIC
My Commission expires: 12-19-2027


This document was prepared by: The City of North Royalton, Ohio

HOERTZ AVE.

SEA PEARL
RENTALS LLC
489-26-022

PERPETUAL UTILITY
EASEMENT

CITY OF NORTH ROYALTON
CITY OF BROADVIEW HEIGHTS

① 15' PERPETUAL UTILITY EASEMENT 

ORDINANCE NO. 23-105

ORDINANCE NO. 23-105

AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM
RAYMOND SCHMITT AND CORTNEY PALEVICH, PERMANENT PARCEL NO.
489-26-025, AND DECLARING AN EMERGENCY

WHEREAS: Raymond C. Schmitt and Cortney C. Palevich have granted the City of North Royalton a perpetual utility easement for Permanent Parcel Nos. 489-26-025 for the creation of a multi-purpose utility easement upon and across the within described real estate; and

WHEREAS: Council desires to accept said easement.

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

Section 1. Council hereby accepts a perpetual utility easement for Permanent Parcel No. 489-26-025, a copy of which is attached hereto and marked as Exhibit A.

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

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the perpetual utility easement for Permanent Parcel Nos. 489-26-025 so that work can commence.

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:

PERPETUAL UTILITY EASEMENT

Raymond C. Schmitt and Cortney C. Palevich, the Grantor(s), as a gift/donation to the City of North Royalton, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, a perpetual multi-purpose utility easement for the construction and maintenance upon and across the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted; provided, (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter), which is more particularly described in Exhibit A attached, the following described real estate:

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 489-26-025

Prior Instrument Reference: #202104050549 and by recorded Plat in Volume 217 of Maps, Page 24 Cuyahoga County Recorder's Office

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

IN WITNESS WHEREOF
August, 2023.

have hereunto set their hands on the 28th day of



Raymond C. Schmitt



Cortney C. Palevich


STATE OF OHIO, COUNTY OF Cuyahoga. SS:

BE IT REMEMBERED, that on the 28th day of August, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JENNIFER DUKES
Notary Public
State of Ohio
My Comm. Expires
December 19, 2027



NOTARY PUBLIC
My Commission expires: 12-19-2027

This document was prepared by: The City of North Royalton, Ohio

EXHIBIT A / P.P.N. 489-26-025

**15 FOOT PERMANENT EASEMENT
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public use, including, but not limited to any utility construction, relocation, and/or utility maintenance work deemed appropriate by the City of North Royalton, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residential area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

(Surveyor's description of the premises follows)

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Sublot 104 in The Perlbrook Subdivision of part of Original Royalton Township Section 20 as recorded by Plat Volume 217, Page 24 Cuyahoga County Map Records and described as follows:

Being the Easterly 15 feet of said Sublot 104, 15.00 feet on the northerly line, 107.11 feet on the easterly line, 15.00 feet on the southerly line and 107.11 feet on a line parallel and 15.00 feet perpendicular to the easterly line of said Sublot 104. Containing 1607 square feet or 0.0369 acres of land and being the same 15.00 foot Drainage Easement as recorded by said Perlbrook Subdivision.

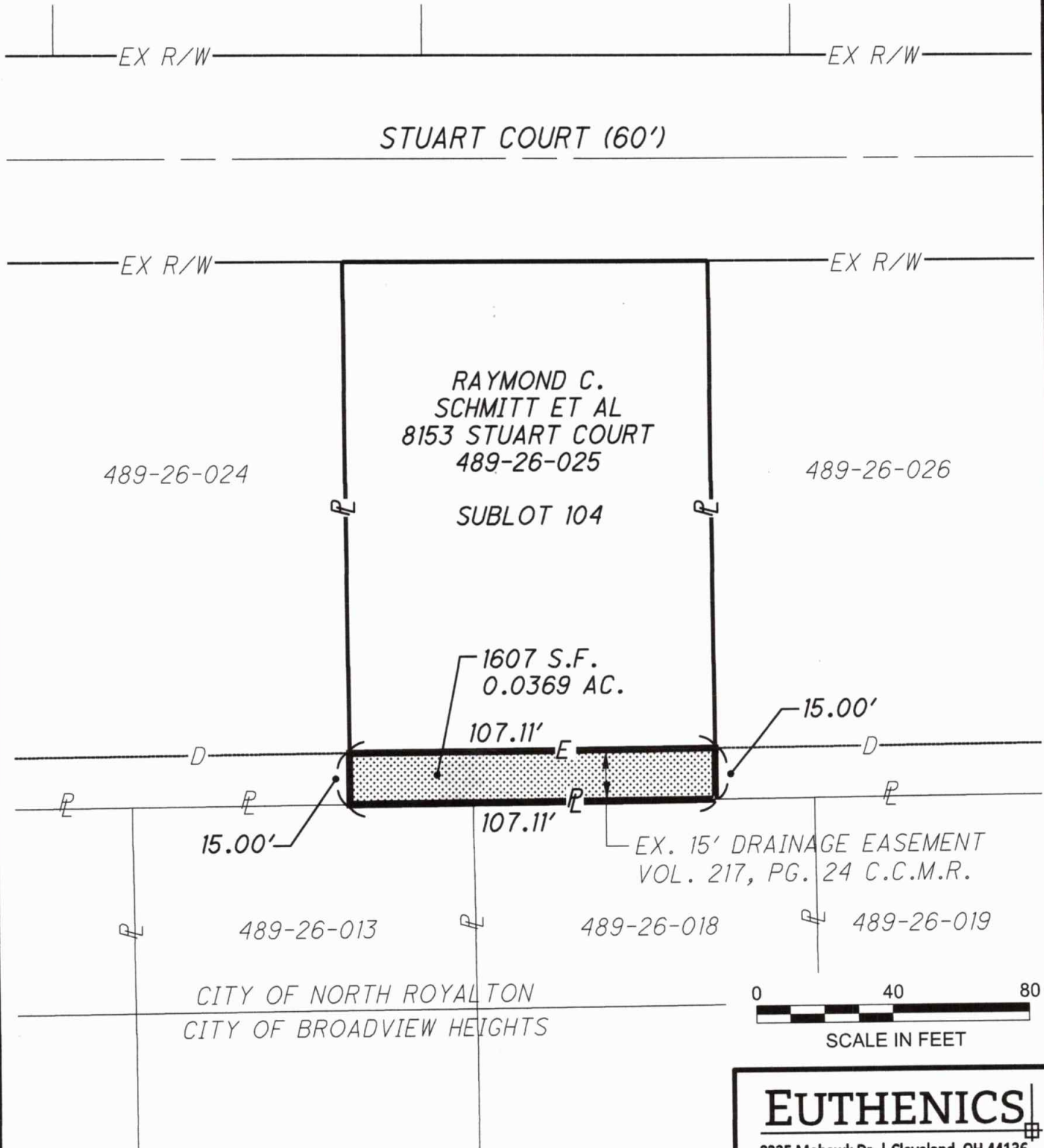
The above described parcel being part of Permanent Parcel No. 489-26-025.

This description was prepared by John M. Zaranec, Jr. P.S. 7126 and Euthenics Inc. dated June 2023.

PARCEL 489-26-025
PERMANENT EASEMENT
EXHIBIT "A"



SITUATED IN THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, STATE OF OHIO
AND KNOWN AS BEING SUBLot 104 RECORDED BY PLAT VOL. 217, PG. 24 C.C.M.R. IN
THE PERLBROOK SUBDIVISION OF PART OF ORIGINAL ROYALTON TOWNSHIP LOT NO. 20



ORDINANCE NO. 23-106

INTRODUCED BY: Mayor Antoskiewicz, Barath

AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM
JAMES YURICHAK AND JANE YURICHAK, PERMANENT PARCEL NO.
489-26-027, AND DECLARING AN EMERGENCY

WHEREAS: James E. Yurichak and Jane L. Yurichak have granted the City of North Royalton a perpetual utility easement for Permanent Parcel Nos. 489-26-027 for the creation of a multi-purpose utility easement upon and across the within described real estate; and

WHEREAS: Council desires to accept said easement.

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

Section 1. Council hereby accepts a perpetual utility easement for Permanent Parcel No. 489-26-027, a copy of which is attached hereto and marked as Exhibit A.

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

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the perpetual utility easement for Permanent Parcel Nos. 489-26-027 so that work can commence.

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:

PERPETUAL UTILITY EASEMENT

James E. Yurichak and Jane L. Yurichak, the Grantor(s), as a gift/donation to the City of North Royalton, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, a perpetual multi-purpose utility easement for the construction and maintenance upon and across the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted; provided, (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter), which is more particularly described in Exhibit A attached, the following described real estate:

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 489-26-027

Prior Instrument Reference: #200806060171 and by recorded Plat in Volume 217 of Maps, Page 24 Cuyahoga County Recorder's Office

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

IN WITNESS WHEREOF
July, 2023.

have hereunto set their hands on the 13th day of

James E. Yurichak
James E. Yurichak

Jane L. Yurichak
Jane L. Yurichak

STATE OF OHIO, COUNTY OF Cuyahoga. SS:

BE IT REMEMBERED, that on the 13th day of July, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Christina A. Tyna

NOTARY PUBLIC

My Commission expires: 11/30/25

This document was prepared by: The City of North Royalton, Ohio



CHRISTINA A. TYNA
Notary Public, State of Ohio
My Commission Expires
November 30, 2025
COMMISSION: 2020-RE-823270

EXHIBIT A / P.P.N. 489-26-027

**15 FOOT PERMANENT EASEMENT
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public use, including, but not limited to any utility construction, relocation, and/or utility maintenance work deemed appropriate by the City of North Royalton, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residential area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

(Surveyor's description of the premises follows)

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Sublot 106 in The Perlbrook Subdivision of part of Original Royalton Township Section 20 as recorded by Plat Volume 217, Page 24 Cuyahoga County Map Records and described as follows:

Being the Easterly 15 feet of said Sublot 106, 15.00 feet on the northerly line, 108.00 feet on the easterly line, 15.00 feet on the southerly line and 108.00 feet on a line parallel and 15.00 feet perpendicular to the easterly line of said Sublot 106. Containing 1620 square feet or 0.0372 acres of land and being the same 15.00 foot Drainage Easement as recorded by said Perlbrook Subdivision.

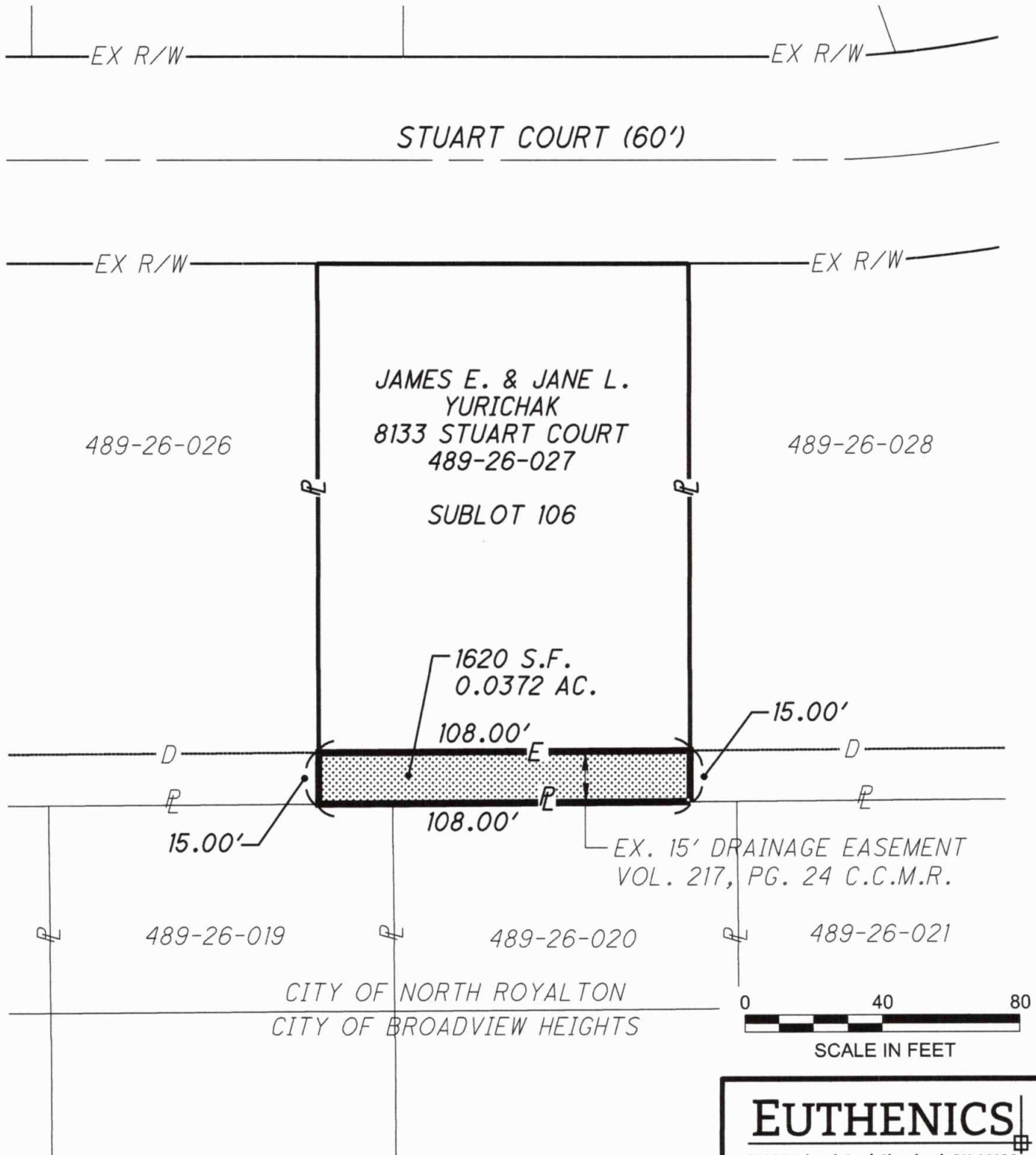
The above described parcel being part of Permanent Parcel No. 489-26-027.

This description was prepared by John M. Zaranec, Jr. P.S. 7126 and Euthenics Inc. dated June 2023.

PARCEL 489-26-027
PERMANENT EASEMENT
EXHIBIT "A"



SITUATED IN THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA, STATE OF OHIO
AND KNOWN AS BEING SUBLot 106 RECORDED BY PLAT VOL. 217, PG. 24 C.C.M.R. IN
THE PERLBROOK SUBDIVISION OF PART OF ORIGINAL ROYALTON TOWNSHIP LOT NO. 20



EUTHENICS
8235 Mohawk Dr. | Cleveland, OH 44136

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF NORTH ROYALTON A CERTAIN AMENDMENT TO ARTICLE III, THE COUNCIL, SUBSECTION (b), QUALIFICATIONS, OF THE CHARTER OF THE CITY OF NORTH ROYALTON PROVIDING FOR THE ESTABLISHMENT OF QUALIFICATIONS FOR ALL CITY COUNCIL MEMBERS BY PROHIBITING ALL OTHER PUBLIC EMPLOYMENT, AND DECLARING AN EMERGENCY

- WHEREAS: Elected members of the City of North Royalton are entrusted with the responsibility to make decisions and take actions that serve the public interest of North Royalton; and
- WHEREAS: Elected members of the City of North Royalton may gain access to privileged information pertaining to business, economic, and financial interests within the City of North Royalton in the course of their duties; and
- WHEREAS: Elected members, through committees and meetings, including those held under Executive Session, can discuss sensitive matters such as the purchase or sale of property. These discussions are held in confidence to avoid giving a competitive advantage to external parties, as specified under division (G)(2) of Section 121.22 of the Ohio Revised Code. The confidentiality of such information is essential to ensure fair and impartial decision-making processes; and
- WHEREAS: The potential personal benefit derived from using this privileged information, such as poaching businesses from one city to another or receiving donations and support from special interests with economic gains, creates a significant conflict of interest. Engaging in any interest, business, transaction, or professional activity, or incurring any obligation that conflicts with the proper discharge of their duties in the public interest undermines the fairness and impartiality required for effective governance; and
- WHEREAS: In order to provide for these modifications, it is necessary to amend Article III, The Council, Subsection (b), Qualifications, of the Charter of the City of North Royalton.

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

Section 1. Pursuant to Article XVIII, Section 9 of the Ohio Constitution and Article XVIII, Subsection (e) of the Charter of the City of North Royalton, the Council hereby authorizes and directs the submission to the electors of the City of North Royalton, at an election to be held in usual places of voting in said City on November 7, 2023, amendments to Article III, the Council, Subsection (b), Qualifications which shall upon adoption read as follows:

ARTICLE III, THE COUNCIL

(b) QUALIFICATIONS.

Candidates for Council shall have resided in the Municipality and have been an elector thereof for a period of at least two (2) years next preceding his or her election. Each ward Councilmember must have lived in his or her ward at least one (1) year prior to election and must continue to live in the ward he or she represents during his or her entire term of office. No member of Council, except as hereinafter provided in this Charter *or by ordinance*, shall hold any other elected public office or *any other public employment* ~~be employed by the Municipality~~, except that of notary public or member of the State Militia, or Reserve Corps of the United States, or be directly or indirectly involved in the disbursement of public moneys of North Royalton, except while performing his or her duties as Councilperson.

To the extent as provided by law, no member of Council shall directly or indirectly solicit, contract for, receive or be interested in the profits or emoluments of any contract, job, work or service with or for the Municipality. Any member who ceases to possess any of the qualifications herein set forth, or who removes from the Municipality, shall thereby forfeit his or her office.

Section 2. The ballot for said question shall be in substantially the following form:

PROPOSED CHARTER AMENDMENT
A majority affirmative vote is necessary for passage.

SHALL THE CHARTER OF THE CITY OF NORTH ROYALTON BE AMENDED TO PROHIBIT ANY OTHER PUBLIC EMPLOYMENT AS A QUALIFICATION FOR ELECTION TO CITY COUNCIL:

ARTICLE III SUBSECTION (b) TO READ IN PART:

CANDIDATES FOR COUNCIL SHALL HAVE RESIDED IN THE MUNICIPALITY AND HAVE BEEN AN ELECTOR THEREOF FOR A PERIOD OF AT LEAST TWO (2) YEARS NEXT PRECEDING HIS OR HER ELECTION. EACH WARD COUNCILMEMBER MUST HAVE LIVED IN HIS OR HER WARD AT LEAST ONE (1) YEAR PRIOR TO ELECTION AND MUST CONTINUE TO LIVE IN THE WARD HE OR SHE REPRESENTS DURING HIS OR HER ENTIRE TERM OF OFFICE. NO MEMBER OF COUNCIL, EXCEPT AS HEREINAFTER PROVIDED IN THIS CHARTER OR BY ORDINANCE, SHALL HOLD ANY OTHER ELECTED PUBLIC OFFICE OR ANY OTHER PUBLIC EMPLOYMENT, EXCEPT THAT OF NOTARY PUBLIC OR MEMBER OF THE STATE MILITIA, OR RESERVE CORPS OF THE UNITED STATES, OR BE DIRECTLY OR INDIRECTLY INVOLVED IN THE DISBURSEMENT OF PUBLIC MONEYS OF NORTH ROYALTON, EXCEPT WHILE PERFORMING HIS OR HER DUTIES AS COUNCILPERSON.

	YES
	NO

Section 3. The foregoing proposed amendment, if approved by a majority of the electors voting thereon at the aforesaid election to be held on November 7, 2023, shall become a part of the Charter of this City and shall be effective as of the date that said amendment or amendments have been certified by the Cuyahoga County Board of Elections as having been approved by a majority of the voters.

Section 4. The Director of Legislative Services in her capacity as Clerk of Council is hereby authorized and directed to deliver immediately to the Board of Elections a certified copy of this Ordinance.

Section 5. The Director of Legislative Services in her capacity as Clerk of Council is hereby authorized and directed, pursuant to laws passed by the General Assembly, to give notice of these proposed amendments by newspaper advertising.

Section 6. There shall be and hereby is appropriated from the General Fund a sufficient sum of money to pay the cost of printing and mailing copies of said proposed Charter amendment to the electors for publishing such election notice, and other costs incidental to carrying out the terms of this Ordinance.

Section 7. 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 8. 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 this Ordinance must be effective immediately in order to permit necessary arrangements to be made in sufficient time for said election.

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