

July 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 JULY 4 TH 	5 COUNCIL 7:30 CAUCUS 7:15 STREETS, STORM WATER, UTILITIES 6:00	6 PLANNING COMMISSION 7:00 CAUCUS 6:45	7	8	9
10	11 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	12	13	14	15	16
17	18 Deer Archery Hunting Info Mtg. (NRHS Performing Arts Center) 6:30 p.m.	19 Civil Serv SPECIAL Mtg 3:30 COUNCIL 7:30 CAUCUS 7:15 B&BC, FINANCE AND SAFETY 6:00	20 PLANNING COMMISSION 7:00 CAUCUS 6:45	21	22	23
24	25	26 REC BOARD 6:00	27	28 BZA 7:00 CAUCUS 6:45	29	30
31						

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

August 2016 - RECESS

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19 COMMUNITY FESTIVAL	20 COMMUNITY FESTIVAL
21 COMMUNITY FESTIVAL	22	23	24	25	26	27
28	29	30	31			

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
JULY 19, 2016**

7:15 p.m. Caucus

Council Meeting 7:30 p.m.

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REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: July 5, 2016.
 - b. 180 day extension – Woodcroft Glen Phase 2 Final Plat
 - c. 180 day extension – Woodhill Properties Preliminary site plan approval
 - d. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a transfer D5 permit for Rox Bar and Grill LLC, 13000 Royalton Road & Patio.
 - e. 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	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Gary Petrusky
Storm Water	Dan Langshaw
Streets	Steve Muller
Utilities	Paul Marnecheck
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Dan Kasaris
Planning Commission	Larry Antoskiewicz
Recreation Board	Paul Marnecheck
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

SECOND READING CONSIDERATION

1. **16-98** - AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO CERTIFY TO THE AUDITOR OF CUYAHOGA COUNTY THE UNPAID DELINQUENT SEWER CHARGES FOR LEVY AND COLLECTION, AND DECLARING AN EMERGENCY. **First reading July 5, 2016.**
2. **16-105** - A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF AN ADDITIONAL 1.7 MILL TAX LEVY FOR THE PURPOSE OF PROVIDING EMERGENCY MEDICAL SERVICE, AND DECLARING AN EMERGENCY. **First reading July 5, 2016.**
3. **16-106** - A RESOLUTION TERMINATING THE EXISTING 1.7 MILL TAX LEVY PROVIDING FOR EMERGENCY MEDICAL SERVICE. **First reading July 5, 2016.**

FIRST READING CONSIDERATION

- * 1. **16-107** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO, ADMINISTRATION CODE, CHAPTER 232, DEPARTMENT OF FINANCE, SECTION 232.07, PETTY CASH FUNDS BY CREATING A NEW ITEM (14) POLICE FACILITY, AND DECLARING AN EMERGENCY.
2. **16-108** - AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO ROMAN TRETIK/ROMAN'S AUTO REPAIR LLC TO OPERATE AN AUTOMOBILE REPAIR FACILITY TO BE LOCATED AT 13582 YORK ROAD, PPN 483-15-003, GENERAL INDUSTRIAL ZONING, PROPERTY OWNER RINO COSTA, AND DECLARING AN EMERGENCY.
3. **16-109** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BRECKSVILLE, OHIO AND THE CITIES OF NORTH ROYALTON, INDEPENDENCE, BROADVIEW HEIGHTS, AND SEVEN HILLS, OHIO (COLLECTIVELY RIBBS SOUTHWEST COLLABORATIVE), AND DECLARING AN EMERGENCY.
4. **16-110** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 15-102 AS AMENDED BY ORDINANCES 16-22, 16-51, 16-68 AND 16-96 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
5. **16-111** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ROOFING MATERIALS AND SERVICES FOR THE YMCA AND NORTH ROYALTON POLICE FACILITY BUILDINGS THROUGH THE US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR AN AMOUNT NOT TO EXCEED \$576,319.00, AND DECLARING AN EMERGENCY.
6. **16-112** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWELVE PLANNING AND ZONING CODE, CHAPTER 1276 BUSINESS DISTRICTS, SECTION 1276.03 USE REGULATIONS FOR LOCAL BUSINESS DISTRICTS BY CREATING A NEW PARAGRAPH (d) ENTITLED CONDITIONAL USES PERMITTED TO ALLOW FOR THE COMMERCIAL OPERATION OF NURSING FACILITIES AND ASSISTED LIVING FACILITIES, AND DECLARING AN EMERGENCY.
7. **16-113** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1281 TRADITIONAL TOWN CENTER/MAIN STREET DISTRICT (TCD), SECTION 1281.03 USE REGULATIONS, SCHEDULE OF PERMITTED USES IN TCD 1, 2, 3, 4, AND 5 TO ALLOW FOR THE COMMERCIAL OPERATION OF NURSING FACILITIES AND ASSISTED LIVING FACILITIES, AND DECLARING AN EMERGENCY.
8. **16-114** - AN ORDINANCE ESTABLISHING A MORATORIUM ON THE ISSUANCE OF PERMITS UNDER CHAPTER 1290 SPECIFICALLY AS TO SECTION 1290.07 FOR THE CONSTRUCTION OF WIRELESS COMMUNICATION FACILITIES FOR A PERIOD OF 120 DAYS TO ALLOW FOR THE ESTABLISHMENT OF NEW AND/OR REVISED REGULATORY MEASURES TO ADDRESS TECHNOLOGICAL ADVANCES IN THE INDUSTRY, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO, ADMINISTRATION CODE, CHAPTER 232, DEPARTMENT OF FINANCE, SECTION 232.07, PETTY CASH FUNDS BY CREATING A NEW ITEM (14) POLICE FACILITY, AND DECLARING AN EMERGENCY

WHEREAS: Council has determined that it is necessary to amend the Codified Ordinances of the City of North Royalton to establish petty cash funds for the Police Facility; and

WHEREAS: It is therefore necessary to amend Section 232.07 of the Codified Ordinances to provide for these funds; 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 Part Two, Administration Code, Chapter 232, Department of Finance, Section 232.07, Petty Cash Funds by creating a new Item (14) which shall hereinafter read as follows:

232.07 PETTY CASH FUNDS

(a) Petty cash funds are hereby established as follows:

(14) Police Facility \$250

Section 2. Section 232.07 of the Codified Ordinances is hereby amended as provided for herein and all other provisions of this Section shall remain in full force and effect.

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 petty cash funds for the Police Facility.

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

PRESIDENT OF COUNCIL APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Robert A. Stefanik

Planning Commission

11545 Royalton Road, North Royalton, OH 44133

Phone: 440-582-3001

Email: dveverka@northroyalton.org

Fax: 440-582-3089

TO: Laura Haller, Director of Legislative Services

FROM: Diane Veverka, Secretary PC

DATE: July 7, 2016

RE: Conditional Use Permit – Roman’s Auto Repair

On Wednesday, July 6, 2016, the PC made a motion and a second to recommend to Council approval of a Conditional Use as per C.O. 1278.04(d)(1) for Roman’s Auto Repair LLC to operate an automobile repair facility. The facility will be located at 13582 York Road also known as PPN:483-15-003 in a General Industrial district.

Roll call: Yeas: Five - Cheryl Hannan, Tim Miller, Frank Castrovillari, Larry Antoskiewicz, Mayor Stefanik. Nays: None. Motion carried.

Thank you,

djv

cc: File

EXHIBIT “I”

MEMORANDUM OF UNDERSTANDING

by and among

North Royalton, Ohio, Independence, Ohio, Brecksville, Ohio,
Broadview Heights, Ohio and Seven Hills, Ohio
 (“RIBBS Southwest Collaborative”)

1. Purpose. To establish a Memorandum of Understanding (“MOU”) between the City of Brecksville and its other collaborative partners, which include the City of North Royalton, Ohio, the City of Independence, Ohio, the City of Broadview Heights, Ohio, and the City of Seven Hills, Ohio (all collectively “RIBBS Southwest Collaborative” or “Parties” and individually “Brecksville”, “North Royalton”, “Independence”, “Broadview Heights” and “Seven Hills”) for the administration of funds awarded through the 2016 Senior Center Innovation Grant through the Cuyahoga County Department of Health and Human Services, Division of Senior and Adult Services (“Grantor”), and the subsequent development of innovative programs for delivery of senior center services. The RIBBS Southwest Collaborative accept and agree to abide by the terms and conditions of the 2016 Senior Center Innovation Grant application and Grant award, which are incorporated herein by reference.
2. Definitions. RIBBS Southwest Collaborative shall mean North **R**oyalton, **I**ndependence, **B**recksville, **B**roadview Heights and **S**even Hills.

Grant shall mean the 2016 Senior Center Innovation Grant Program;

Funds shall mean the \$25,000.00 grant funds awarded to the RIBBS Southwest Collaborative;

Programs shall mean the proposed innovative services for senior centers that will be developed through use of the grant funding; and

Grantor shall mean the Cuyahoga County Department of Health and Human Services, Division of Senior and Adult Services.
3. Background to the Grant. The purpose of the Grant is to help senior centers develop the innovation needed to remain responsive to the changing needs of seniors. In 2016, four \$25,000 grants were awarded to four community collaboratives to engage in joint planning activities convening several municipalities. The Grantor has determined that the City of Brecksville and the RIBBS Southwest Collaborative meet the Grant’s purpose and has granted funds to be used toward the planning and program development phase. In 2017, the four (4) collaboratives winning the initial \$25,000 awards will be eligible to compete for one of two \$50,000 awards to further develop and implement their innovative concept(s).
4. Responsibilities of Brecksville. Brecksville shall be the Host municipality and lead for the Grant, As the Host, Brecksville will:
 - a. Oversee the grant implementation and coordinate with Grantor, including supervising and overseeing the collaborative project (efficiency, outcomes and evaluations) and conducting and coordinating monthly meetings with the RIBBS communities and healthcare agencies;

- b. Act as the fiscal agent for the grant including, (i) arrange payment to the vendors; (ii) prepare and submit payment requests to the Grantor; (iii) prepare and submit fiscal and program reports for Grantor; and (iv) audit and track Grant funds and deliverables;
 - c. Manage Grant activities including, but not limited to, project and fiscal reports for Grantor;
 - d. Coordinate with and as a member of the RIBBS Southwest Collaborative throughout the Grant term;
 - e. After receiving input from the RIBBS Southwest Collaborative, Brecksville shall make the final determination of the vendors to be used for the tools, programs and services, and initiate the launch of each project;
 - f. Manage procurement of the services; and
 - g. Provide the following assigned liaisons: (i) a Project Lead (See Exhibit A) to serve as the primary point of contact responsible for program development and delivery; and (ii) a Fiscal Lead (See Exhibit A) to serve as the contact responsible for any necessary accounting documentation, fiscal reporting and payments.
5. Responsibilities of the RIBBS Southwest Collaborative. The RIBBS Southwest Collaborative shall:
 - a. Promptly provide any input and/or additional documentation to Brecksville as requested that may be necessary in connection with the Grant;
 - b. Broadview Heights and Seven Hills to serve as leads on Falls Prevention/MOB programming, to include scheduling workshops through Fairhill Partners for overall facilitation of the program for all Parties;
 - c. North Royalton and Seven Hills to serve as leads on Healthy Eating and Active Living (HEAL) programming, to include working with community health partners (UH, Cleveland Clinic, MetroHealth and CCBH) to schedule health education seminars and workshops and biometric health screenings;
 - d. Independence to serve as lead on Health Literacy programming, to include design of a website, newsletter and mobile app;
 - e. Maintain grant records, files and supporting documentation for all related activity; and
 - f. Provide the following assigned liaisons: (i) a Project Lead (See Exhibit A) to serve as the primary point of contact responsible for program development and delivery; and (ii) a Fiscal Lead (See Exhibit A) to serve as the contact responsible for any necessary accounting documentation, fiscal reporting and payment approval.
6. Duration of the MOU. This MOU shall continue in accordance with the terms of the grant with such continuation to include the eligibility and implementation for the 2017 awards of \$50,000 each to two collaboratives with termination of this MOU thereafter or as provided in Article 4 of the contract in the attached Exhibit A.
7. Conditions Precedent. This MOU shall be conditioned upon approval of all RIBBS Southwest Collaborative City Councils, with the effective date of this MOU being the date of last approval. The Parties also acknowledge and agree that implementation of this Memorandum will require, where appropriate, legislative and administrative action, the allocation of public funds and a commitment of city staff and other resources to effectuate the terms and commitments set forth in this MOU.
8. Entire Agreement: Amendments. This MOU, and the attached Exhibit A, including the Grant application and award contract, contain the entire agreement among the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this MOU.

This MOU may only be amended by written agreement if approved in advance by all Parties according to the Grant terms and conditions.

9. Points of Contact. A list of all RIBBS Southwest Collaborative contacts shall be provided to, and maintained by Brecksville. See Exhibit A.
10. Budget and Program Allocation. The budget for program development relative to Brecksville and the RIBBS Southwest Collaborative shall be based upon vendor estimates at the time of the Grant, as provided for in the allocation of budget and programs as set forth in the Grant narrative.
11. No Joint Ventures. This MOU shall not create a joint venture, partnership or any other relationship of association between the City of Brecksville or the collaborative partners.
12. Irrevocable Consent: No Other Grant of Agency. The RIBBS Southwest Collaborative jointly and severally hereby irrevocably consent to the Grant and authorize Brecksville to provide all documents and requirements necessary to accept the Grant from the Grantor. Except as expressly set forth in the preceding sentence, no party to this MOU shall have authority, expressed or implied, to act on behalf of the other Parties in any capacity whatsoever as an agent. No party shall have any authority, express or implied, pursuant to this MOU, to bind the other party to any obligation whatsoever.
13. Independent Contractor. In any performance under this MOU, each of the Parties' employees shall act as independent contractors in relation to the other Parties and their employees. Nothing herein shall be construed as, or deemed to create, the relationship of employer/employee or principal/agent among the Parties. Each party shall assume responsibility for all personnel costs for its respective employees, including salaries, fringe benefits, overtime, workers' compensation insurance coverage and federal and state income tax withholding and any other deductions from income that such party is required to make.
14. INDEMNITY. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO (HEREINAFTER "INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTIES AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, EXPENSES, CLAIMS, SUITS, DEMANDS OR LIABILITY INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES THAT DIRECTLY ARISE FROM, AND ARE PROXIMATELY CAUSED BY, ANY BREACH OF THE MOU OR ANY VIOLATION OF THE GRANT OBLIGATIONS OR RESTRICTIONS BY THE INDEMNIFYING PARTY. NOTWITHSTANDING THE FOREGOING, THE INDEMNIFYING PARTY'S OBLIGATION FOR INDEMNIFICATION TO ALL PARTIES AGGREGATED, UNDER THIS MOU SHALL BE LIMITED TO THE AMOUNT OF GRANT PROCEEDS RECEIVED, OR TO BE RECEIVED, UNDER THE GRANT BY THE INDEMNIFYING PARTY.

IT IS THE INTENTION OF THE PARTIES THAT WHERE FAULT IS DETERMINED TO HAVE BEEN CONTRIBUTORY, PRINCIPAL OR COMPARATIVE FAULT WILL BE FOLLOWED AND EACH PARTY SHALL BEAR THE PROPORTIONATE COST OF ANY DAMAGE ATTRIBUTABLE TO THE FAULT OF THAT PARTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBCONTRACTORS AND VOLUNTEERS.

THE INDEMNITY PROVISIONS OF THIS MOU SHALL SURVIVE THE TERMINATION OF THIS MOU.

15. Insurance or Self-Insurance. Each of the Parties, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU and the Grant, and obtain, keep in force and maintain insurance or equivalent programs of self-insurance, for commercial general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder in compliance with the contract attached hereto as part of Exhibit A. Each of the Parties agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.
16. Authority to Enter into MOU. The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

APPROVED AS TO FORM:

CITY OF BRECKSVILLE, OHIO

David J. Matty, Law Director

By: _____
Jerry N. Hruby, Mayor

APPROVED AS TO FORM:

CITY OF BROADVIEW HEIGHTS, OHIO

Vince Ruffa, Law Director

By: _____
Samuel J. Alai, Mayor

APPROVED AS TO FORM:

CITY OF INDEPENDENCE, OHIO

Gregory J. O'Brien, Law Director

By: _____
Anthony L. Togliatti, Mayor

APPROVED AS TO FORM:

CITY OF NORTH ROYALTON, OHIO

Thomas A. Kelly, Law Director

By: _____
Robert A. Stefanik, Mayor

APPROVED AS TO FORM:

CITY OF SEVEN HILLS, OHIO

Richard A. Pignatiello, Law Director

By: _____
Richard P. Dell'Aquila, Mayor

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 15-102 AS AMENDED BY ORDINANCES 16-22, 16-51, 16-68 AND 16-96 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 15-102 as amended by Ordinances 16-22, 16-51, 16-68 and 16-96 for the fiscal year ending December 31, 2016 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, 2016, 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	\$ 370,000.00	Operating
General Fund	EMS Levy Fund	1,700,000.00	Operating
General Fund	SCMR Fund	800,000.00	Operating
General Fund	Office on Aging Fund	30,000.00	Operating
General Fund	Police Pension Fund	375,000.00	Operating
General Fund	Fire Pension Fund	490,000.00	Operating
Future Capital Improvement Fund	YMCA Capital Reserve Fund	85,000.00	Operating
Storm Sewer & Drainage Fund	SCMR Fund	650,000.00	Operating
Storm Sewer & Drainage Fund	General Bond Retirement Fund	328,400.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	200,000.00	Debt Service
YMCA Special Revenue Fund	General Bond Retirement Fund	629,844.00	Debt Service
YMCA Special Revenue Fund	YMCA Capital Reserve Fund	150,000.00	Operating
Issue 1 Sprague Road	General Bond Retirement Fund	17,887.00	Debt Service
Issue 1 Sprague Road	Future Capital Improvement Fund	1,172,593.00	Repayment of Advance
Wastewater Repair & Replacement Fund	Wastewater Maintenance Fund	300,000.00	Advance

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.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:
NAYS:

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (4)	Amendments this Ordinance	Total 2016 Appropriations
GENERAL FUND					
POLICE DEPARTMENT					
Personal Service	\$ 3,277,800	\$ -	\$ -	\$ -	\$ 3,277,800
Contractual Services	289,678	1,069	27,000	-	317,747
Supply & Materials	209,733	1,797	(18,000)	-	193,530
Capital Outlay	-	4,927	18,000	-	22,927
Total Police Department	3,777,211	7,793	27,000	-	3,812,004
TRAFFIC SIGNALS					
Capital Improvement	5,000	-	-	-	5,000
Total Traffic Signals	5,000	-	-	-	5,000
ANIMAL CONTROL					
Personal Service	121,730	-	-	-	121,730
Contractual Services	6,450	-	-	-	6,450
Supply & Materials	7,950	-	-	-	7,950
Capital Outlay	200	-	-	-	200
Total Animal Control	136,330	-	-	-	136,330
FIRE DEPARTMENT					
Personal Service	503,530	-	-	-	503,530
Contractual Services	261,600	22,278	1,300	-	285,178
Supply & Materials	77,400	8,866	-	-	86,266
Capital Outlay	-	-	-	-	-
Total Fire Department	842,530	31,144	1,300	-	874,974
POLICE AND FIRE COMMUNICATIONS					
Personal Service	174,860	-	-	-	174,860
Contractual Services	645,900	-	15,200	-	661,100
Supply & Materials	-	-	-	-	-
Capital Outlay	2,500	-	-	-	2,500
Total Police & Fire Comm	823,260	-	15,200	-	838,460
STREET LIGHTING					
Capital Improvement	140,000	-	-	-	140,000
Total Street Lighting	140,000	-	-	-	140,000
SAFETY DIRECTOR					
Personal Service	117,650	-	-	-	117,650
Contractual Services	5,950	-	-	-	5,950
Operating Supplies	6,150	-	-	-	6,150
Capital Outlay	1,500	-	-	-	1,500
Total Safety Director	131,250	-	-	-	131,250
CEMETERY DEPARTMENT					
Personal Service	-	-	-	-	-
Contractual Services	23,007	1,650	-	-	24,657
Supply & Materials	148,784	1,841	-	-	150,625
Capital Outlay	45,000	-	-	-	45,000
Total Cemetery Department	216,791	3,491	-	-	220,282
PARKS & RECREATION DEPARTMENT					
Personal Service	324,030	-	-	-	324,030
Contractual Services	77,411	-	-	-	77,411
Supply & Materials	107,930	6,009	-	-	113,939
Capital Outlay	-	9,266	-	-	9,266
Total Parks & Recreation Department	509,371	15,275	-	-	524,646
PLANNING COMMISSION					
Personal Service	6,950	-	-	-	6,950
Contractual Services	4,950	-	-	-	4,950
Supply & Materials	550	-	-	-	550
Capital Outlay	-	-	-	-	-
Total Planning Commission	12,450	-	-	-	12,450
BOARD OF ZONING					
Personal Service	12,630	-	-	-	12,630
Contractual Services	1,000	-	-	-	1,000
Supply & Materials	700	53	-	-	753
Total Board of Zoning	14,330	53	-	-	14,383
BUILDING DEPARTMENT					
Personal Service	552,100	-	-	-	552,100
Contractual Services	59,200	3,400	-	-	62,600

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (4)	Amendments this Ordinance	Total 2016 Appropriations
Supply & Materials	11,250	582	-	-	11,832
Capital Outlay	23,000	-	-	-	23,000
Total Building Department	645,550	3,982	-	-	649,532
COMMUNITY DEVELOPMENT					
Personal Service	140,350	-	-	-	140,350
Contractual Services	19,370	3,274	500	-	23,144
Supply & Materials	1,900	-	-	-	1,900
Capital Outlay	1,000	-	-	-	1,000
Total Community Development	162,620	3,274	500	-	166,394
RUBBISH COLLECTION					
Contractual Services	1,215,216	-	-	-	1,215,216
Total Rubbish Collection	1,215,216	-	-	-	1,215,216
SERVICE BUILDING AND GROUNDS					
Personal Service	-	-	-	-	-
Contractual Services	105,887	12,077	-	-	117,964
Supply & Materials	20,950	3,537	-	-	24,487
Capital Outlay	500	-	-	-	500
Total Service Bldg & Grounds	127,337	15,614	-	-	142,951
MAYOR'S OFFICE					
Personal Service	291,100	-	-	-	291,100
Contractual Services	27,070	-	500	-	27,570
Supply & Materials	2,500	-	-	-	2,500
Capital Outlay	-	-	-	-	-
Total Mayor's Office	320,670	-	500	-	321,170
FINANCE DEPARTMENT					
Personal Service	321,800	-	-	-	321,800
Contractual Services	127,900	265	-	-	128,165
Supply & Materials	3,200	-	-	-	3,200
Capital Outlay	1,000	2,092	-	-	3,092
Total Finance Department	453,900	2,357	-	-	456,257
LEGAL ADMINISTRATION					
Personal Service	329,100	-	-	-	329,100
Contractual Services	97,650	-	-	-	97,650
Supply & Materials	10,421	-	-	-	10,421
Capital Outlay	-	-	-	-	-
Total Legal Administration	437,171	-	-	-	437,171
ENGINEERING DEPARTMENT					
Personal Service	147,710	-	-	-	147,710
Contractual Services	118,800	12,675	-	-	131,475
Supply & Materials	1,750	-	-	-	1,750
Capital Outlay	1,600	1,096	-	-	2,696
Total Engineering	269,860	13,771	-	-	283,631
LEGISLATIVE					
Personal Service	291,800	-	-	-	291,800
Contractual Services	38,100	-	-	-	38,100
Supply & Materials	13,500	3,340	-	-	16,840
Capital Outlay	6,000	-	-	-	6,000
Total Legislative Activity	349,400	3,340	-	-	352,740
MAYOR'S COURT					
Personal Service	127,750	-	-	-	127,750
Contractual Services	66,575	-	-	-	66,575
Supply & Materials	1,500	-	-	-	1,500
Capital Outlay	-	-	-	-	-
Total Mayor's Court	195,825	-	-	-	195,825
CIVIL SERVICE					
Personal Service	4,360	-	-	-	4,360
Contractual Services	13,700	-	12,000	-	25,700
Supply & Materials	200	-	-	-	200
Total Civil Service	18,260	-	12,000	-	30,260
CITY HALL BUILDING					
Personal Service	7,000	-	80,200	-	87,200
Contractual Services	214,400	424	610	-	215,434

**CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE**

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (4)	Amendments this Ordinance	Total 2016 Appropriations
Supply & Materials	38,000	33	400	-	38,433
Capital Outlay	500	-	-	-	500
Debt Service	-	-	-	-	-
Total City Hall Building	259,900	457	81,210	-	341,567
OTHER GENERAL GOVERNMENT					
Personal Services	1,000	-	-	-	1,000
Supply & Materials	255,000	225	-	-	255,225
Transfers-Out	3,165,000	-	600,000	-	3,765,000
Total - Other General Governmen	3,421,000	225	600,000	-	4,021,225
TOTAL - GENERAL FUND	14,485,232	100,776	737,710	-	15,323,718
ENFORCEMENT AND EDUCATIONAL FUND #205					
Supply & Materials	25,000	-	-	-	25,000
Total - Enforcement & Education	25,000	-	-	-	25,000
DRUG LAW ENFORCEMENT FUND #206					
Supply & Materials	200	-	-	-	200
Total - Drug Law Enforcement	200	-	-	-	200
POLICE FACILITY OPERATING FUND #207					
Personal Service	779,650	-	-	-	779,650
Contractual Services	19,900	-	-	-	19,900
Supply & Materials	64,642	-	-	-	64,642
Capital Outlay	2,400	-	-	-	2,400
Total - Police Facility Operating	866,592	-	-	-	866,592
LAW ENFORCEMENT TRUST FUND #208					
Supply & Materials	5,000	-	-	-	5,000
Total - Law Enforcement Trust	5,000	-	-	-	5,000
EMERGENCY MEDICAL SERVICE LEVY FUND #209					
Personal Service	2,486,400	-	-	-	2,486,400
Contractual Services	33,000	6,700	-	-	39,700
Supply & Materials	34,800	1,960	1,320	-	38,080
Total EMS Levy Fund	2,554,200	8,660	1,320	-	2,564,180
MOTOR VEHICLE LICENSE FUND #210					
Traffic Signals	-	-	-	-	-
Street Repair	220,050	300,540	-	-	520,590
Transfers-Out	-	-	-	-	-
Total Motor Vehicle License Func	220,050	300,540	-	-	520,590
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211					
Signals & Signs					
Personal Service	-	-	-	-	-
Contractual Services	70,000	6,295	15,000	-	91,295
Supply & Materials	23,000	-	-	-	23,000
	93,000	6,295	15,000	-	114,295
Storm Sewer					
Personal Service	487,910	-	-	-	487,910
Contractual Services	60,375	1,037	-	-	61,412
Supply & Materials	183,700	-	-	-	183,700
	731,985	1,037	-	-	733,022
Street Reconstruction					
Supply & Materials	-	-	-	-	-
Capital Outlay	-	665,059	660,000	-	1,325,059
	-	665,059	660,000	-	1,325,059
Street Construction, Maintenance & Repair					
Personal Service	2,025,780	-	(80,200)	-	1,945,580
Contractual Services	169,795	3,748	(600)	-	172,943
Supply & Materials	440,325	22,049	(410)	-	461,964
Capital Outlay	48,200	858	(15,000)	-	34,058
Debt Service	-	-	-	-	-
Transfers-Out	-	-	-	-	-
	2,684,100	26,655	(96,210)	-	2,614,545
Snow Removal					
Personal Service	115,500	-	-	-	115,500
Contractual Services	11,500	-	-	-	11,500
Supply & Materials	394,500	290	-	-	394,790
Capital Outlay	-	-	-	-	-
	521,500	290	-	-	521,790

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (4)	Amendments this Ordinance	Total 2016 Appropriations
Total SCMR Fund	4,030,585	699,336	578,790	-	5,308,711
STATE HIGHWAY FUND #212					
Street Maintenance & Repair Operating Supplies	25,000	-	-	-	25,000
Snow & Ice Removal Supply & Materials	65,000	-	-	-	65,000
Total State Highway Fund	90,000	-	-	-	90,000
CITY INCOME TAX FUND #213					
Contractual Services	450,000	-	-	-	450,000
Total City Income Tax Fund	450,000	-	-	-	450,000
POLICE LEVY FUND #215					
Personal Services	1,100,000	-	-	-	1,100,000
Capital Outlay	226,069	18,642	-	-	244,711
Total - Police Levy Fund	1,326,069	18,642	-	-	1,344,711
FIRE LEVY FUND #216					
Personal Service	1,000,000	-	-	-	1,000,000
Total Fire Levy Fund	1,000,000	-	-	-	1,000,000
Recycling Grant Fund #217					
Contractual Services	4,000	-	(2,000)	-	2,000
Supplies & Materials	-	-	4,000	-	4,000
Total Recycling Grant	4,000	-	2,000	-	6,000
OFFICE ON AGING FUND #219					
Personal Services	180,890	-	-	-	180,890
Contractual Services	11,550	-	-	-	11,550
Supply & Materials	11,530	48	-	-	11,578
Capital Outlay	-	-	-	-	-
Total Office on Aging	203,970	48	-	-	204,018
COURT COMPUTER FUND #236					
Contractual Services	10,000	-	-	-	10,000
Operating Supplies	5,000	-	-	-	5,000
Capital Outlay	10,000	415	15,000	-	25,415
Total Court Computer	25,000	415	15,000	-	40,415
COMMUNITY DIVERSION PROGRAM FUND #237					
Personal Services	15,000	-	-	-	15,000
Contractual Services	1,000	-	-	-	1,000
Operating Supplies	1,500	-	-	-	1,500
Capital Outlay	-	-	-	-	-
Total Community Diversion	17,500	-	-	-	17,500
ENTERPTISE ZONE FUND #239					
Contractual Services	750	-	-	-	750
Total Enterprise Zone Fund	750	-	-	-	750
YMCA SPECIAL REVENUE FUND #249					
Contractual Services	-	5,300	-	-	5,300
Transfers-Out	566,313	-	213,531	-	779,844
Total Enterprise Zone Fund	566,313	5,300	213,531	-	785,144
ACCRUED BALANCES FUND #260					
Personal Service	-	-	71,400	-	71,400
Transfers-Out	-	-	-	-	-
Total AB Fund	-	-	71,400	-	71,400
POLICE PENSION FUND #261					
Personal Service	621,670	-	-	-	621,670
Total Police Pension Fund	621,670	-	-	-	621,670
FIRE PENSION FUND #262					
Personal Service	735,277	-	-	-	735,277
Total Police Pension Fund	735,277	-	-	-	735,277
GENERAL BOND RETIREMENT FUND #321					
Supply & Materials	25,000	-	-	-	25,000

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (4)	Amendments this Ordinance	Total 2016 Appropriations
Debt Service - Interest	471,600	-	252,850	-	724,450
Debt Service - Principal	1,112,035	-	265,001	-	1,377,036
Total General Bond Retirement	1,608,635	-	517,851	-	2,126,486
SPECIAL ASSESSMENT FUND #341					
Other	-	-	-	-	-
Debt Service	144,000	-	23,150	-	167,150
Total Special Assessment Fund	144,000	-	23,150	-	167,150
SERVICE CAPITAL FUND #430					
Capital Outlay	70,000	-	(70,000)	-	-
Debt Service	-	-	70,000	-	70,000
Total Rec Capital Improvement	70,000	-	(70,000)	-	-
RECREATION CAPITAL IMPROVEMENT FUND #431					
Recreation Capital Improvement	-	-	-	-	-
Contractual Services	10,000	-	50,000	-	60,000
Capital Outlay	-	-	-	-	-
Total Rec Capital Improvement	10,000	-	50,000	-	60,000
FUTURE CAPITAL IMPROVEMENT FUND #432					
Contractual Services	-	-	-	-	-
Capital Outlay	-	11,673	-	350,000 (A)	361,673
Debt Service	-	-	-	-	-
Transfers-Out	280,000	-	-	85,000 (A)	365,000
Total Future Capital Improvermer	280,000	11,673	-	435,000	726,673
STORM AND SEWER DRAINAGE FUND #433					
Contractual Services	71,400	6,360	462,644	-	540,404
Capital Outlay	1,615,000	36,885	-	-	1,651,885
Debt Service	-	-	-	-	-
Transfers-Out	978,400	-	-	-	978,400
Total Storm & Sewer Drainage	2,664,800	43,245	462,644	-	3,170,689
FIRE CAPITAL IMPROVEMENT FUND #434					
Contractual Services	-	-	-	-	-
Operating Supplies	-	-	-	-	-
Capital Outlay	850,000	92,044	-	(650,000) (B)	292,044
Debt Service	-	-	-	-	-
Transfer Out	200,000	-	-	-	200,000
Total Fire Capital Imp. Fund	1,050,000	92,044	-	(650,000)	492,044
YMCA CAPITAL RESERVE FUND #437					
Contractual Services	-	-	-	10,000 (A)	10,000
Operating Supplies	-	-	-	-	-
Capital Outlay	-	-	150,000	75,000 (A)	225,000
Total YMCA Capital Imp Fund	-	-	150,000	85,000	235,000
ISSUE 1 - BENNETT ROAD FUND #442					
Contractual Services	-	1,366	-	-	1,366
Capital Outlay	-	-	-	-	-
Debt Service	-	-	-	-	-
Total Bennett Road Fund	-	1,366	-	-	1,366
WATER MAIN FUND #445					
Contractual Services	-	56,200	-	-	56,200
Operating Supplies	-	-	-	-	-
Capital Outlay	765,000	-	400,000	-	1,165,000
Total Water Main Fund	765,000	56,200	400,000	-	1,221,200
ISSUE 1 - SPRAGUE ROAD FUND #451					
Contractual Services	-	2,109	36,400	-	38,509
Capital Outlay	-	-	4,600	-	4,600
Debt Service	-	-	-	-	-
Transfer Out	-	-	17,887	-	17,887
Advance Out	-	-	1,172,594	-	1,172,594
Total YMCA Capital Imp Fund	-	2,109	1,231,481	-	1,233,590
WASTEWATER TREATMENT FUND #551					
Sanitary Sewer Treatment	-	-	-	-	-
Personal Services	1,181,900	-	-	-	1,181,900
Contractual Services	2,846,350	104,776	-	-	2,951,126
Supply & Materials	248,900	10,570	-	-	259,470
Capital Outlay	798,000	4,321	-	4,494,000 (C)	5,296,321

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 2015-102	Prior Year Encumbrances Ord. 2016-22/51	Prior Amendments Subtotal (4)	Amendments this Ordinance	Total 2016 Appropriations
Transfer-Out	-	-	-	-	-
Compost Facility			-	-	-
Personal Services	-	-	-	-	-
Contractual Services	30,100	-	-	-	30,100
Supply & Materials	500	-	-	-	500
Capital Outlay	-	-	-	-	-
Total Wastewater Treatment	5,105,750	119,667	-	4,494,000	9,719,417
WASTEWATER MAINTENANCE FUND #552					
Personal Service	803,800	-	-	-	803,800
Contractual Services	164,050	3,000	75,000	-	242,050
Supply & Materials	159,450	732	-	-	160,182
Capital Outlay	30,000	-	-	-	30,000
Debt Service	45,380	-	-	-	45,380
Total WW Maintenance Fund	1,202,680	3,732	75,000	-	1,281,412
WASTEWATER DEBT SERVICE FUND #553					
Debt Service	1,387,063	-	88,250	-	1,475,313
Total WW Debt Service Fund	1,387,063	-	88,250	-	1,475,313
WASTEWATER REPAIR AND REPLACEMENT FUND #555					
Capital Outlay	874,000	344,948	-	-	1,218,948
Transfers-Out	300,000	-	-	-	300,000
Total WW Repair & Replacem't	1,174,000	344,948	-	-	1,518,948
IMPROVEMENT HOLDING FUND #763					
Refunds	200,000	-	-	-	200,000
Total Improvement Holding Fund	200,000	-	-	-	200,000
OHIO BOARD OF BUILDING STANDARDS FUND #764					
Other	2,000	-	-	-	2,000
Total OBBS Fund	2,000	-	-	-	2,000
BUILDING CONSTRUCTION BOND FUND #766					
Transfer	-	-	-	-	-
Other	75,000	-	-	-	75,000
Total Bldg. Construction Bond	75,000	-	-	-	75,000
OFFICE ON AGING DEPOSITS FUND #768					
Other	3,000	-	-	-	3,000
Total Office on Aging Deposits	3,000	-	-	-	3,000
UNCLAIMED FUNDS #769					
Other	5,000	-	-	-	5,000
Total Unclaimed Funds	5,000	-	-	-	5,000
FUND TOTALS	\$ 42,974,336	\$ 1,808,701	\$ 4,548,127	\$ 4,364,000	\$ 53,695,163

EXHIBIT A



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

YMCA and Police Station
City of North Royalton
14600 State Road
North Royalton, OH 44133

Date Submitted: 06/21/2016
Proposal #: 25-OH-160487
MICPA # 14-5903

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work: YMCA 10 Year Option

1. Perform infrared scan and remove wet insulation.
2. Wet vac all gravel.
3. Make all necessary repairs to membrane.
4. Recoat flashings.
5. Add a drain to the middle of section S.
6. Seal SE wall and ductwork where it enters the wall.
7. Flood coat the entire roof with cold adhesive and gravel at a rate of 10 gallons per square.
8. Coat flashings with Pyramic (2 Coats - 1 Gallon per square)
9. Issue a 10 year warranty.

Section S Price Based Upon Local Market Competition:

Sibley, Inc. \$ 59,587

Section M Price Based Upon Local Market Competition:

Sibley, Inc. \$ 9,388

Section U Price Based Upon Local Market Competition:

Sibley, Inc. \$ 96,979

Section R Price Based Upon Local Market Competition:

Sibley, Inc. \$ 48,881

10 Year YMCA Price Based Upon Local Market Competition:

Sibley, Inc.	\$ 214,835
Industrial First	\$ 286,020
Terik	Not Available

Line Item Pricing:

Metal Deck Replacement	\$ 10.25	Per Sq. Ft.
Wood Nailer	\$ 4.55	Per Sq. Ft.
Drain	\$ 4,560.00	
Seal Ductwork	\$ 2,280.00	
Seal Block Wall	\$ 5,244.00	
Repair Skylight Area	\$ 8,550.00	

Scope of Work: Police Department

1. Remove all ballast. Use tires to keep the membrane down until each section is replaced.
2. Remove EPDM.
3. Replace wet insulation at predetermined per sq. ft. cost.
4. Mechanically fasten securerock through existing ISO insulation.
5. Torch base and cap sheet to the securerock.
6. Aluminize the membrane.
7. All new coping and counterflashing to be installed.
8. Garland to issue a 30 year edge to edge warranty.

Proposal Price Based Upon Market Experience: \$ 320,850

Section A Price Based Upon Local Market Competition:

Industrial First	\$ 300,530
Terik	\$ 320,861
Sibley, Inc.	\$ 375,059

Section B Price Based Upon Local Market Competition:

Industrial First	\$ 20,320
Terik	\$ 28,031
Sibley, Inc.	\$ 50,447

Price Breakdown:

YMCA 10 Year Option	\$ 214,835
YMCA Drain	\$ 4,560
YMCA Seal Ductwork	\$ 2,280
YMCA Seal Block Wall	\$ 5,244
YMCA Repair Skylight Area	\$ 8,550
Police Station Section A and B*	\$ 320,850
Total Project Cost:	\$ 556,319
All Awarded Deduct	\$ (5,000)
Total Project Cost:	\$ 551,319

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. Proposal pricing valid through 12/31/2016.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

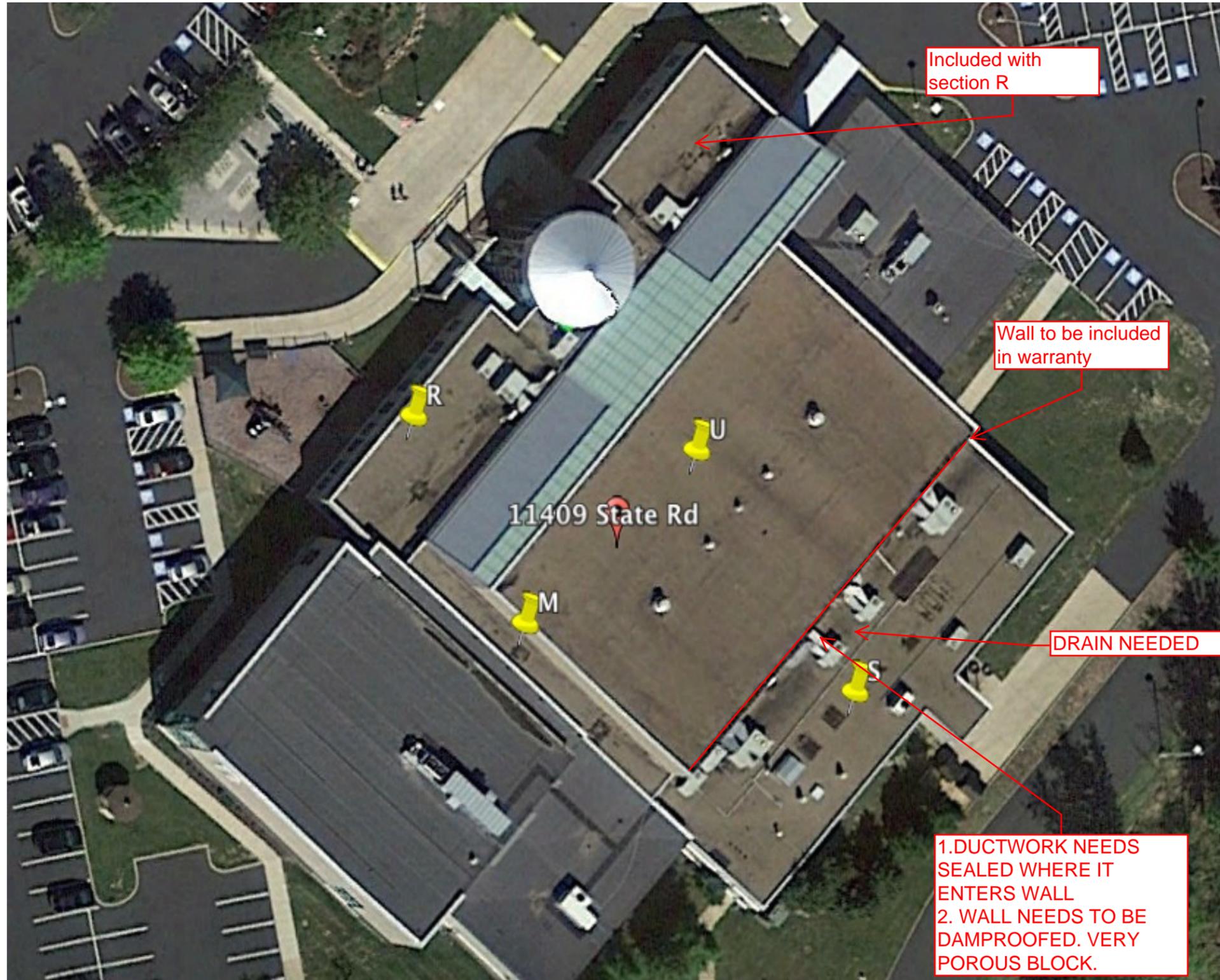
If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Steve Rojek

Steve Rojek
Garland/DBS, Inc.
(216) 430-3613

EXHIBIT B



OPTION 1 - 10 YEAR WARRANTY

1. PERFORM INFRARED SCAN AND REMOVE WET INSULATION. FOR BIDDING PURPOSES, BIDS ARE TO HAVE A PREDETERMINED PER SQ FT COST FOR WET INSULATION REMOVAL / REPLACEMENT.
2. WET VAC ALL GRAVEL
3. MAKE ALL NECESSARY REPAIRS TO MEMBRANE
4. RECOAT FLASHINGS.
5. ADD A DRAIN TO THE MIDDLE OF SECTION S
6. SEAL SE WALL AND DUCTOWRK WHERE IT ENTERS THE WALL.
7. FLOOD COAT THE ENTIRE ROOF WITH COLD ADHESIVE AND GRAVEL AT A RATE OF 10 GAL PER SQUARE.
8. COAT FLASHINGS WITH PYRAMIC (2 COATS - 1 GAL PER SQ).
9. ISSUE 10 YEAR WARRANTY

BID SFOR:

- SECTION S
- SECTION M
- SECTION U
- SECTION R
- SKYLIGHT

UNIT COSTS:

- ADD DRAIN
- SEAL DUCTWORK WHERE IT MEETS WALL
- SEAL WALL WITH SEALAPORE
- COST PER SQ FT FOR METAL DECK REPAIR / REPLACE
- REPAIR SKYLIGHT TRANSITION FROM SKYLIGHT TO METAL

CORE CUT

- METAL DECK
- 2.5" OF ISO
- .5" PERLITE
- 4 PLY BUR W/ GRAVEL

REVISION:

**FACILITIES
PLAN**

North Royalton YMCA

SHEET: 1

OF 4

4/29/16

JOB NUMBER:

DWG BY: DEO



THE GARLAND COMPANY INC.

3600 EAST 91st STREET - CLEVELAND, OHIO 44105-2197
PHONE (800) 321-9336 / FAX (216) 641-0633

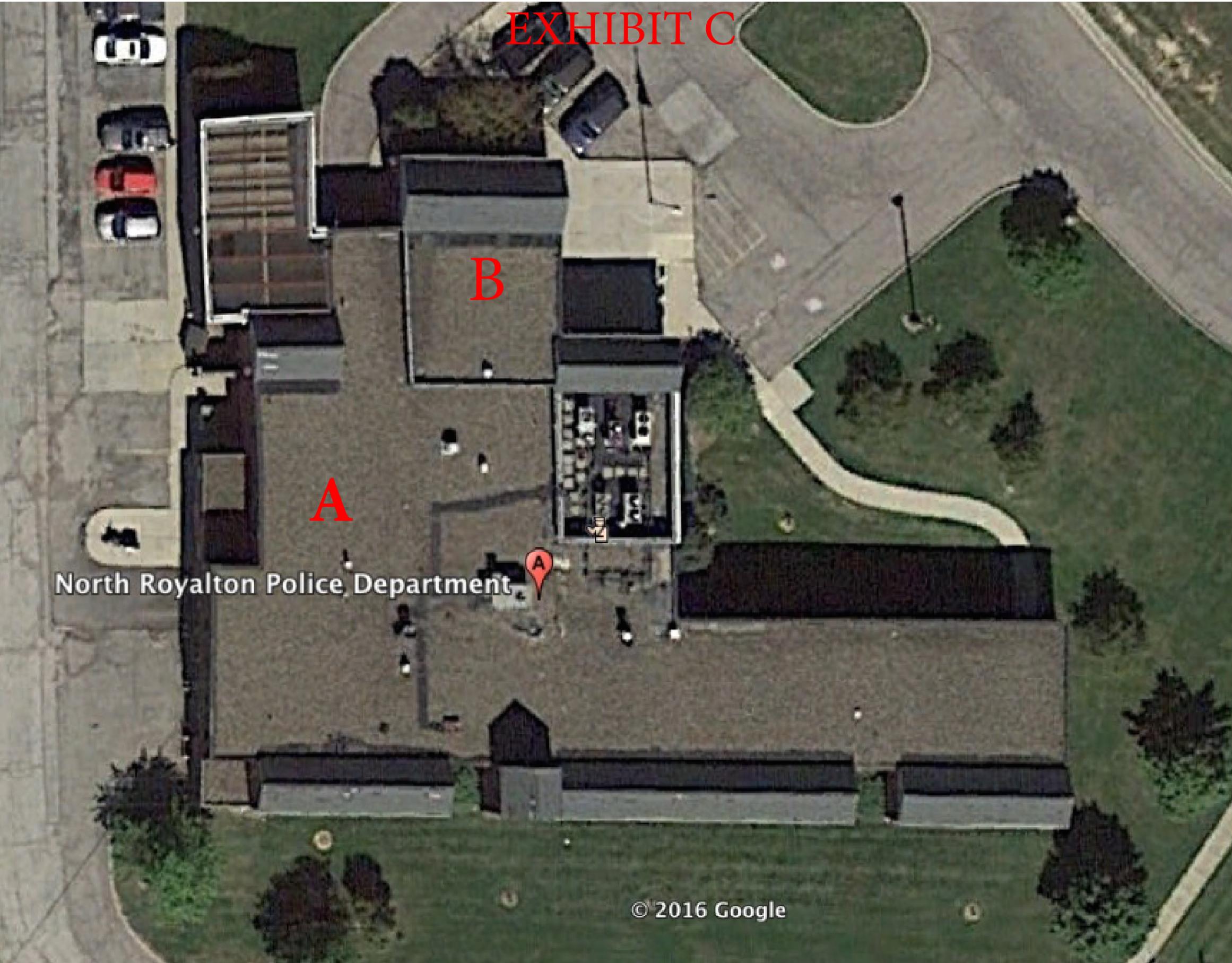


EXHIBIT C

B

A

A

North Royalton Police Department

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CORE CUT
 METAL DECK
 3" OF ISO
 EPDM
 BALLAST

SUGGESTED SCOPE OF WORK

1. REMOVE ALL BALLAST. USE TIRES TO KEEP THE MEMBRANE DOWN. UNTIL EACH SECTION IS REPLACED.
2. REMOVE EPDM
3. REPLACE WET INSULATION AT PREDETERMINED PER SQ FT COST.
4. MECHANICALLY FASTEN SECUREROCK THROUGH EXISTING ISO INSULATION.
5. TORCH BASE AND CAP SHEET TO THE SECUREROCK
6. ALUMINIZE THE MEMBRANE.
7. ALL NEW COPING AND COUNTERFLASHING TO BE INSTALLED.
8. GARLAND TO ISSUE A 30 YEAR EDGE TO EDGE WARRANTY.

REVISION:

**FACILITIES
 PLAN**

North Royalton Police



JOB NUMBER: DWG BY: DEO

4/29/16

SHEET: 1 OF 1

THE GARLAND COMPANY INC.
 3800 EAST 91st STREET - CLEVELAND, OHIO 44105-2197
 PHONE (800) 321-9336 / FAX (216) 641-0633

**CONTRACT FOR
JOB # 25-OH-160487**

BETWEEN **THE CITY OF NORTH ROYALTON** AND GARLAND/DBS, INC. FOR REPLACEMENT OF THE NORTH ROYALTON POLICE DEPARTMENT ROOF AND RESTORATION OF THE NORTH ROYALTON YMCA ROOF.

- 1.) This CONTRACT is made at **Cuyahoga County** as of June 22nd, 2016, (“Effective Date”), by and between the **The City of North Royalton** located at **14600 State Road, North Royalton, OH 44133** (hereinafter designated the “CUSTOMER”), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the “CONTRACTOR”).
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **NR Police Dept. Roof Replacement** located at **14000 Bennet Road, North Royalton, OH 44133** and **NR YMCA Roof Restoration** located at **11409 State Road, North Royalton, OH 44133** as well as all work incidental and pertinent thereto, (hereinafter designated the “Project”) all in accordance with the original proposal # **25-OH-160487** dated **6/21/2016** submitted by the CONTRACTOR (hereinafter together designated the “Specifications”), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **180** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The Police Dept. portion of work will tentatively begin near the end of August, 2016 and be completed approximately 30 calendar days after. The YMCA roof restoration is tentatively scheduled to begin in September, 2016 and duration is TBD. All dates are to be agreed upon by the CONTRACTOR and CUSTOMER at the pre-construction meeting. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$551,319.00**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.

- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.
- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **Tom Jordan**, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$551,319.00** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or

exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name The City of North Royalton as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.

- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.
- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.

- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.
- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suite, or other litigation arising under this agreement shall lie in the courts of **Cuyahoga County, Ohio**. In the even legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

- 1. _____
- 2. _____

GARLAND/DBS, INC.

By: _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

- 1. _____
- 2. _____

THE CITY OF NORTH ROYALTON

By: _____
Date: _____

And

By: _____
Date: _____

ORDINANCE NO. 16-112

INTRODUCED BY: Nickell, Kasaris, Antoskiewicz
Co-sponsor: Langshaw, Marnecheck

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWELVE PLANNING AND ZONING CODE, CHAPTER 1276 BUSINESS DISTRICTS, SECTION 1276.03 USE REGULATIONS FOR LOCAL BUSINESS DISTRICTS BY CREATING A NEW PARAGRAPH (d) ENTITLED CONDITIONAL USES PERMITTED TO ALLOW FOR THE COMMERCIAL OPERATION OF NURSING FACILITIES AND ASSISTED LIVING FACILITIES, AND DECLARING AN EMERGENCY

WHEREAS: It has been determined that the commercial operation of nursing facilities and assisted living facilities should be allowed in Local Business provided that a Conditional Use Permit is granted in accordance with the standards set forth in Sections 1262.07 and 1276.12 of the Codified Ordinances of the City of North Royalton; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part Twelve Planning and Zoning Code, Chapter 1276 Business Districts, Section 1276.03 Use Regulations for Local Business Districts by creating a new paragraph (d) entitled Conditional Uses Permitted; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Part Twelve Planning and Zoning Code, Chapter 1276 Business Districts, Section 1276.03 Use Regulations for Local Business Districts of the Codified Ordinances of the City of North Royalton is hereby amended by creating a new paragraph (d) entitled Conditional Uses Permitted which shall hereinafter read as follows:

1276.03 USE REGULATIONS FOR LOCAL BUSINESS DISTRICTS.

(d) Conditional Uses Permitted. The commercial operation of nursing facilities and assisted living facilities as defined in Section 1272.02 (c); all other regulations and restrictions shall be in accord with Sections 1272.04 through 1272.12.

Section 2. Section 1276.03 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Chapter 1276 shall remain in full force and effect.

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

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to allow for the commercial operation of nursing facilities and assisted living facilities in Local Business provided that a Conditional Use Permit is granted in accordance with the standards set forth in Sections 1262.07 and 1276.12 of the Codified Ordinances of the City of North Royalton.

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1281 TRADITIONAL TOWN CENTER/MAIN STREET DISTRICT (TCD), SECTION 1281.03 USE REGULATIONS, SCHEDULE OF PERMITTED USES IN TCD 1, 2, 3, 4, AND 5 TO ALLOW FOR THE COMMERCIAL OPERATION OF NURSING FACILITIES AND ASSISTED LIVING FACILITIES, AND DECLARING AN EMERGENCY

WHEREAS: It has been determined that the commercial operation of nursing facilities and assisted living facilities should be allowed in the TCD districts throughout the city; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 12 Planning and Zoning Code, Chapter 1281 Traditional Town Center/Main Street District (TCD), Section 1281.03 Use Regulations, Schedule of Permitted Uses in TCD 1, 2, 3, 4, and 5 to allow for the commercial operation of nursing facilities and assisted living facilities; and

WHEREAS: Council desires to provide for these amendments.

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

Section 1. Part 12 Planning and Zoning Code, Chapter 1281 Traditional Town Center/Main Street District (TCD), Section 1281.03 Use Regulations, Schedule of Permitted Uses in TCD 1, 2, 3, 4, and 5 of the Codified Ordinances of the City of North Royalton is hereby amended to hereinafter read as follows:

SECTION 1281.03 USE REGULATIONS
Schedule 1281.03 Permitted Uses

	TCD-1	TCD-2	TCD-3	TCD-4	TCD-5
Retail and professional services					
Retail	P	P	P	P	P
Offices	P	P	P	P	P
Personal services	P	P	P	P	P
Repair services	P	P	P	P	P
Restaurants	P	P	P	P	P
Taverns/pubs	P	P		P	P
Hotels/Bed and Breakfast	P	P		P	
Banks	P	P	P	P	P
Gasoline service stations		P	C	C	C
Automotive services		P			C
Automotive repair		P			C
Walk-up ATM's	P	P	P	P	P
Drive-through facility	C	P	C	C	C
Wholesale offices/showrooms		P			
Outdoor displays	A	P	A	C	C
Indoor recreation/amusement		P		P	P
Veterinary clinics and veterinarian practices	P	P	P	P	P
Adult day care centers	P	P	P	P	C
Child day care centers	P	P	P	P	C
<i>Nursing facilities and assisted living facilities as defined in Section 1272.02 (c); all other regulations. and restrictions shall be in accord with Sections 1272.04 through 1272.12.</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>

Section 2. Section 1281.03 Use Regulations, Schedule of Permitted Uses in TCD 1, 2, 3, 4, and 5 is hereby amended as provided for herein and all other provisions of Chapter 1281 shall remain in full force and effect.

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

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

AN ORDINANCE ESTABLISHING A MORATORIUM ON THE ISSUANCE OF PERMITS UNDER CHAPTER 1290 SPECIFICALLY AS TO SECTION 1290.07 FOR THE CONSTRUCTION OF WIRELESS COMMUNICATION FACILITIES FOR A PERIOD OF 120 DAYS TO ALLOW FOR THE ESTABLISHMENT OF NEW AND/OR REVISED REGULATORY MEASURES TO ADDRESS TECHNOLOGICAL ADVANCES IN THE INDUSTRY, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has established regulations for the orderly construction and placement and location of wireless communication facilities within its municipal borders; and

WHEREAS: It has become apparent that technological advances in the wireless communication industry necessitate changes in and to the Codified Ordinances to keep pace with the advances in technology; and

WHEREAS: The city has engaged an expert consultant to assist in the preparation of such new regulations as may be required; and

WHEREAS: A reasonable period of time to prepare and enact such changes is desirable and necessary for the city and consultant to study and make recommendations to Council for that purpose; and

WHEREAS: Council deems it to be in the best interests of the community and for the protection and preservation of the public health, safety and welfare to adopt a moratorium on the issuance of permits for the creation of wireless communication facilities.

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 establishes a moratorium on the issuance of permits under Chapter 1290 of the Codified Ordinances of the City of North Royalton for a period of 120 days and directs the Building Commissioner to reject any application for such a permit until the moratorium is ended.

Section 2. Council directs that the Building Commissioner consult with the city’s expert consultant previously engaged and make such recommendations to Council as may be appropriate and desirable for the public health, safety and welfare regarding the regulation of wireless communication facilities as defined in Chapter 1290 of the Codified Ordinances of the City of North Royalton.

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

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to adopt a moratorium on the issuance of permits for the creation of wireless communication facilities.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS: