


# January 2017

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

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

# February 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS, UTILITIES & <b>SPECIAL R&amp;O 6:00</b>	8 PLANNING COMMISSION 7:00 CAUCUS 6:45	9	10	11
12	13 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	14 <b>VALENTINE'S DAY</b> 	15	16	17	18
19	20 <b>PRESIDENT'S DAY</b>	21 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE & SAFETY 6:00	22 PLANNING COMMISSION 7:00 CAUCUS 6:45	23 BZA 7:00 CAUCUS 6:45	24	25
26	27	28 REC BOARD 6:00				

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

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
JANUARY 17, 2017**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

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**REGULAR ORDER OF BUSINESS**

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
  - a. Approval of Minutes: January 3, 2017.
  - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a new C1, C2 and D6 transfer permit for Sky Fuel Inc., 14043 State Road.
  - c. 180 day extension – Line-X of Greater Cleveland. Building plan and preliminary site plan approval.
  - d. 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	
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

**THIRD READING CONSIDERATION**

1. **16-171** - A RESOLUTION ESTABLISHING A BLANKET PURCHASE ORDER AMOUNT LIMIT AS REQUIRED BY OHIO REVISED CODE 5705.41(D)(3), AND DECLARING AN EMERGENCY. **First reading December 20, 2016 and referred to Finance Committee. Second reading January 3, 2017.**

**SECOND READING CONSIDERATION**

1. **17-02** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 6 GENERAL OFFENSES CODE BY CREATING A NEW CHAPTER 650 ENTITLED UNMANNED AIRCRAFT SYSTEMS, AND DECLARING AN EMERGENCY. **First reading January 3, 2017 and referred to Safety Committee.**

**FIRST READING CONSIDERATION**

- \* 1. **17-04** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF JAMES METRO.
  - \* 2. **17-05** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT, THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR NPDES STORM WATER PERMIT MINIMUM CONTROL MEASURES 1 AND 2, AND DECLARING AN EMERGENCY.
  - 3. **17-06** - AN ORDINANCE ACCEPTING THE BID OF RUMPKE WASTE & RECYCLING SERVICES FOR SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES FOR THE CITY OF NORTH ROYALTON AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
  - 4. **17-07** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 14 BUILDING AND HOUSING CODE, CHAPTER 1464 EXTERIOR PROPERTY MAINTENANCE, AND DECLARING AN EMERGENCY.
  - 5. **17-08** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 14 BUILDING AND HOUSING CODE, CHAPTER 1486 UNSAFE BUILDINGS AND STRUCTURES, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.





**MEMORANDUM OF UNDERSTANDING**  
**Between the Cuyahoga Soil and Water Conservation District**  
**and the**  
**Northeast Ohio Regional Sewer District**  
**and the**  
**City of North Royalton**

This Memorandum of Understanding ("MOU") is made this 26th day of October, 2017 ("Effective Date"), between the Cuyahoga Soil and Water Conservation District (SWCD) and the Northeast Ohio Regional Sewer District (NEORS), pursuant to the authority of Board of Trustees Resolution No. 277-16, adopted October 6, 2016, and City of North Royalton for providing technical assistance in implementing soil and water conservation measures.

**Purpose** – Implementation of conservation education, stewardship, and public involvement activities that also corresponds to the City's Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities and public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, such as what is required in the National Pollutant Discharge Elimination System (NPDES) permit, the City of North Royalton, the Cuyahoga Soil and Water Conservation District (SWCD), and NEORS accept this agreement as the document which describes the process for exchange. Cooperation between these units of government facilitates better awareness of environmental issues and potential solutions for a healthier environment. In providing conservation *education* assistance and expertise to the City, the SWCD hopes to influence citizens to better protect and conserve soil and water resources. The Ohio Revised Code, Chapter 1515, describes the District's authority for engaging in this MOU.

Additionally, NEORS is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measure Nos. 1,2,3, and 6 under NEORS's Regional Stormwater Management Code (Title V), and is further authorized to provide such services through agreements with service providers such as the SWCD.

The SWCD, NEORS, and the City have mutually agreed to this scope of assistance related to education, stewardship and public involvement for the conservation of soil and water resources.

**Cuyahoga SWCD Conservation Program**

The SWCD will work with the City to provide a conservation program that includes public education and public involvement, such as that listed in the City's Storm Water Management Plan, local watershed action plan, and/or balanced growth plans, or others as mutually agreed upon. The goal of the education, stewardship and public involvement program is to reach diverse stakeholders, including City residents, City staff, school children, etc. through the following services:

1. SWCD staff will coordinate activities and facilitate program implementation with feedback from the City's designee and/or through an annual stakeholder meeting.

2. SWCD staff will attend City council meetings, as requested.
3. SWCD will assist the City in planning and promotion of a local pollution prevention or clean water event and assist in identifying partnerships with various community stakeholders. Events may include stream clean ups, drain stenciling, water festivals or other activities to engage the public.
4. SWCD will create a variety of educational materials, including brochures, fact sheets, newsletters, newsletter articles, web-based information for the City's use, special mailings, educational posters and school programs, such as age-specific student programs and teacher workshops related to conservation concerns, including watershed issues, soils and water.
5. SWCD will provide opportunities for student involvement in local, state and national programs and competitions.
6. On the City's behalf, the SWCD will participate in the Northeast Ohio Public Involvement and Public Education Work group (NEO PIPE). Products produced by the NEO PIPE Work Group will be shared with the City.
7. The SWCD will seek opportunities to maximize impact and minimize additional program costs related to printing large quantities of selected materials that become available to the public.
8. The SWCD will provide an annual report of all activities undertaken, including copies of all fliers, notices, and types of stakeholders reached, attendance records and any data collected.

#### **City of North Royalton Role**

1. The City will designate someone to serve as the liaison to the Cuyahoga SWCD and to help provide guidance regarding conservation education and public involvement and with coordination of activities such as improvement days, storm drain stenciling, and watershed planning activities.
2. The City will help to identify potential leaders, including civic leaders, civic groups, senior organizations, fraternal groups, scout leaders, school liaisons, business leaders and anyone else that should be contacted through an outreach program.
3. The City will disseminate program information in a timely manner.
4. The City will assume full responsibility for completion and submittal of their required annual reports.

#### **Agreed Procedures**

- The City agrees to grant an annual conservation appropriation to the SWCD, not to exceed \$5,500 per twelve-month period following the Effective Date and the Cuyahoga SWCD agrees to use the grant funds to provide a conservation program for the City.
- The City will provide a resolution to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.
- That the SWCD is a conservation technical and education service agency and therefore is not



granted regulatory authority in the Ohio Revised Code.

- That the working relationship will be defined to include lines of communications with appropriate departments. The SWCD and the City will meet at least once a year to coordinate a work plan and exchange information with the goal of developing a multi-disciplinary approach to resource management.
- SWCD will provide a written annual report, relevant to its role, as outlined in this MOU.
- That credit will be given jointly to the SWCD and the City in any conservation publications produced.
- That all parties will review quality of service and address concerns as they arise.
- The City recognizes the SWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
- All services of the SWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

#### **Coordination between NEORS and SWCD**

61. In accordance with Title V of NEORS's Regional Stormwater Management Code, NEORS will provide an appropriation in the amount of \$5,500 to the City, which shall use such appropriation to pay the Cuyahoga SWCD to carry out the services set forth in this MOU, the District's Request for Proposals (Exhibit A) and SWCD's Proposal (Exhibit B).
62. NEORS and SWCD shall jointly plan annual MCM #1 and MCM #2 activities.
63. SWCD shall provide the District with monthly reports of services provided to each community.

#### **Term, Renewal, Termination**

The term of this MOU shall commence on the date (the "Initial Effective Date") SWCD receives written notice from the City, in a form approved by SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the City has agreed to grant funds, in an amount agreed to by the parties, to support SWCD's general operations for the following 12-month period (the "Initial City Notice"). The parties acknowledge, understand, and agree that any such funding shall be for the purposes of the SWCD's providing Phase II services for a period of *12 calendar* months following the Initial Effective Date (the "Initial MOU Term") and that this MOU shall terminate on the 12-month anniversary of the Initial Effective Date in the event the City and NEORS do not renew this MOU as set forth herein.

This MOU may be renewed by City for any 12-month period following the Initial MOU Term (a "Subsequent MOU Term") provided that the SWCD and NEORS receive written notice, as described above (a "Subsequent City Notice"), not less than 30 days prior to expiration of the Initial MOU Term (the date the District receives a Subsequent City Notice, a "Subsequent Effective Date"), and shall continue to renew for any 12-month period provided that the SWCD receives a Subsequent City Notice not less than 30 days prior to expiration of any Subsequent MOU Term then in effect. Such renewal shall be conditioned upon NEORS obtaining any necessary approvals from its Board of Trustees.

This MOU may be amended or terminated at any time by mutual consent of all parties, or the agreement may be terminated by any party giving thirty (30) day's advance written notice to the others.

In witness thereof, the Memorandum executed and agreed to on the latest day, month and year written below:

Cuyahoga Soil & Water  
Conservation District

City of North Royalton

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By: Ruth Skuly  
Chair

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By: Hon. Robert Stefanik  
Mayor

Date:

Date:

Northeast Ohio Regional Sewer District

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By: Julius Ciaccia  
Chief Executive Officer

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And: Darnell Brown, President  
Board of Trustees

Date:

Date:

ORDINANCE NO. 17-06

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE ACCEPTING THE BID OF RUMPKE WASTE & RECYCLING SERVICES FOR SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES FOR THE CITY OF NORTH ROYALTON AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for solid waste collection, disposal and recycling services for the City of North Royalton; and

WHEREAS: It has been determined that the bid of Rumpke Waste & Recycling Services is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

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 bid of Rumpke Waste & Recycling Services for solid waste collection, disposal and recycling services for the City of North Royalton for an amount not to exceed \$7,707,045.45 for 5 years is hereby accepted as the lowest and best bid as set forth in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Mayor is hereby authorized to enter into a contract with Rumpke Waste & Recycling Services in a form approved by the Director of Law.

Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Rumpke Waste & Recycling Services and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

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 accept the bid of Rumpke Waste & Recycling Services for solid waste collection, disposal and recycling services for the City of North Royalton.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**Contract For Residential Waste Collection, Disposal  
and Recycling Services**

**THIS AGREEMENT** (the “Agreement”) for Residential Waste Collection, Disposal and Recycling Services is entered into by and between the City of North Royalton, a City in the County of Cuyahoga, State of Ohio (the “City”) with its office located at 14600 State Road, North Royalton, OH 44133 and Rumpke of Northern Ohio, Inc with its office located at 10795 Hughes Road, Cincinnati, Ohio 45251 (the “Contractor”).

**W I T N E S S E T H**

**WHEREAS**, the City, pursuant to a Motion adopted on December 6, 2016, which authorized the City to obtain bids for Residential Waste Collection and Recycling Services; and,

**WHEREAS**, following publication of the Invitation to Bid in the newspaper on, December 7 and December 14, 2016 and the opening and consideration of the Bids received for the Residential Waste Collection, Disposal and Recycling Services, the Bid of the Contractor has been determined to be lowest, responsive and responsible; and,

**WHEREAS**, the City has considered the Bid; and the City, pursuant to Ordinance 17-06 which approved the Contract and authorized the Mayor to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

**ARTICLE I - DEFINITIONS**

The terms used herein are defined in the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services Exhibit A: Definitions, incorporated herein.

## **ARTICLE II – TERM AND RENEWAL TERMS**

### **1. Term**

This Agreement will be effective upon the date last signed below. The Commencement Date for Residential Waste Collection and Recycling Services is date and will terminate on May 1, 2017 through April 30, 2022, unless renewed as provided herein.

### **2. Renewal Terms**

The City shall have the sole option to renew this Agreement for two additional one-year terms upon the same terms and conditions set forth herein. The City will provide written notice to the Contractor of the City's decision to renew this agreement at least 30 days prior to the termination date.

## **ARTICLE III – STATEMENT OF WORK**

1. During the term of this Agreement, the Contractor will perform the services set forth in Article III of this Agreement and also set forth in the Contractor's Bid which is incorporated herein by reference including but not limited to the provision of all labor, materials, equipment, management, facilities scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

### **2. Solid Waste and Recycling Collection**

The Contractor shall collect, on a weekly basis, Residential Solid Waste and Recyclables from each Residential Unit defined as all single-family dwellings and all multiple family dwellings which do not share a common entrance within the corporate limits of the City of North Royalton and as more fully defined in Exhibit A, incorporated herein. The total estimated number of Residential Units to receive curbside collection is 9,740. All collection is to be made at the curb.

The Contractor shall provide: Manual residential waste and **semi-automated recycling collection**. The Contractor shall provide all labor and vehicles to manually collect all bagged or other curbside solid waste set out at each Residential Unit and supply each Residential Unit with one 64-Gallon Wheeled Cart to provide semi-automated curbside collection of Mixed Recyclables. All carts must be either new or in good repair and clean. The Contractor is responsible to repair or replace any broken carts. The Contractor is responsible for distributing the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date

The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste. All vehicles must be kept in good repair and appearance and in a clean and sanitary condition at all times. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle.

All vehicles must be designed for capture of liquids to prevent any liquids from leaking on to City streets. Solid Waste and Recycling Collection will be provided on a weekly basis to each Residential Unit between the hours of 7:00 a.m. and 7:00 p.m. If for any reason the Contractor is not able to collect Solid Waste and Recycling on the scheduled day, the Contractor will notify the Service Director of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the City will, at its discretion, cause waste to be collected by any means that is available. The full cost of such collection shall be reimbursed to the City by the Contractor within 10 days of the invoice.

The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon the City's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units. Collection of all Solid Waste and Recyclables must take place on the same day, once per week. The City prefers the collection days to remain two days per week on Tuesday and Fridays for all city owned properties.

The Contractor is prohibited from collecting Solid Waste and Recyclables during rush hour (from 7:30 a.m. to 9:00 a.m. and 4:30 p.m. to 6:00 p.m.) on any of the following main roads: Royalton Road; Sprague Road; West 130<sup>th</sup>; Boston Road; Bennett Road; York Road; Ridge Road; State Road; and Wallings Road.

Collection on main roads shall not begin until after 9:00 a.m. Any other exceptions to collection hours shall be employed only upon the mutual agreement of the City and the Contractor (No changes may be made within the first ninety (90) days), If exceptions to the collection hours are secured by mutual agreement, written notice thereof shall be provided by Contractor to each Residential Unit affected thereby.

The following are "holidays" for the purposes of the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may observe any of these holidays by suspending collection service on the holiday and resuming collection service the following day.

The Contractor is responsible for weekly collection of all bulky wastes and excess bagged waste set out on the curb on the regularly scheduled collection day. Bulky wastes may include but are not limited to stoves, water tanks, washing machines, furniture, mattresses and other large household items and appliances.

Contractor is responsible for weekly collection of any Yard Waste that has been cut, bundled or bagged. The Contractor is responsible for collecting Freon-Containing Appliances in a manner that provides for the lawful removal of any refrigerant and providing documentation that verifies the proper removal of refrigerant upon request by the City. The City will work with the Successful Contractor to develop a procedure for collecting Freon-Containing Appliances such as refrigerators, freezers, air conditioners and dehumidifiers.

The Contractor is not required to remove construction debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is average in nature, the Contractor is responsible to collect said materials on the regularly scheduled collection day in the case of manual collection, and on the scheduled bulky waste collection day in the case of automated collection.

### **3. Solid Waste Transfer and Disposal Services**

The Contractor shall deliver all solid waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal. The Contractor shall identify the Solid Waste Transfer Station and the Solid Waste Landfill that will be used in the performance of this contract.

### **4. Recycling Services**

The Contractor shall deliver all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility shall have the ability to recycle the following materials at a minimum: **cans** (aluminum and steel), **cartons** (refrigerator and shelf stable cartons), **glass** (bottles and jars), **fiber** (mixed paper, box board and cardboard), and **plastic containers** (bottles, jugs and tubs). The Contractor may add additional material to the recycling list.

### **5. Container Service**

The Contractor shall provide and service containers to collect and dispose of Solid Waste and Recyclables at the locations and frequency requested by the City, as more fully set forth in Table 2 (Bid Specifications), incorporated herein, at no additional cost to the City. Contractor further agrees that inasmuch as the City will be incurring Saturday maintenance and staffing expenses at the North Royalton

Service Center, Contractor shall provide a yearly adjustment credit to the City in the annual amount of \$12,500 (twelve thousand five hundred dollars) such amount to be credited on the City's monthly invoices.

## **6. Customer Education**

The Contractor shall prepare and annually distribute a brochure to each Residential Unit, containing the City-approved requirements for **“Refuse Collection and Disposal and Curbside Recycling Services.”** The Contractor is encouraged to use the Recycling Toolkit prepared by the Cuyahoga County Solid Waste District to prepare the recycling information to be used in the brochure. Other information to be included in the brochure include the Contractor's local phone number, the day and estimated time of collection (a.m. to p.m.), a description of the Solid Waste and Recyclable Materials appropriate for collection, procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste, complaints, holiday schedule and any other information that explains how the **“Refuse Collection and Disposal and Curbside Recycling Services”** will be provided. The brochure shall include the Contractor's phone number; solid waste collection information; recycling instructions; holiday schedule; and any other information relevant to the services provided.

The Contractor shall be responsible for participating in up to two community meetings to educate residents on any modification or change to the collection method. The Contractor shall make a presentation to residents and provide an equipment demonstration as part of these community meetings.

## **7. Customer Service and Notification**

The Contractor shall maintain a local office and local phone number to receive and respond to questions or complaints. The office must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate, and if such allegation is verified, will arrange for collection within 24 hours after the complaint is received.

# **ARTICLE IV - PRICE, INVOICE AND PAYMENT**

## **1. Price for Residential Waste Collection and Recycling Services**

During the term, the City agrees to pay the Contractor for the Residential Waste Collection and Recycling Services, the following amounts according to the following schedule. The price per ton for Residential Solid Waste and Recycling Services includes all direct and indirect costs including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station



and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of September, 2016.

<b>Contract Year</b>	<b>Manual Collection of Solid Waste and Semi-Automated Recyclable Collection</b>  <b>Price per Residential Unit per month</b> to collect solid waste and semi-automated recyclable materials and to provide one 64-gallon cart for recyclable materials	<b>Waste Disposal</b>  Price per ton to dispose of solid waste, including but not limited to all local, county and state fees, and environment fees*
Year 1 <i>5/1/17 – 4/30/18</i>	\$8.28	\$43.85
Year 2 <i>5/1/18 – 4/30/19</i>	\$8.58	\$44.50
Year 3 <i>5/1/19 – 4/30/20</i>	\$8.88	\$45.25
Year 4 <i>5/1/20 – 4/30/21</i>	\$9.20	\$46.00
Year 5 <i>5/1/21 – 4/30/22</i>	\$9.53	\$46.75
<i>Option Year 1</i> <i>5/1/22 – 4/30/23</i>	\$9.73	\$47.75
<i>Option Year 2</i> <i>5/1/23 – 4/30/24</i>	\$9.93	\$48.75

**2. Basis and method of payment**

For collection and disposal service required to be performed, it shall not exceed the rates fixed by the Contract Documents. Monthly billing to the City of North Royalton.

The Contractor may petition the City and the City may petition the Contractor at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances or regulations, change in location of disposal sites, change in cost of fuel, and increase or decrease in the number of Residential Units as set forth in Section IV of the General specifications.

The City will be NEGOTIABLE with the Contractor on any uncontrollable costs which are mandated by Federal, State, or Local Government Agency during the term of this agreement.

### **3. Record Keeping**

#### Monthly Reports and Annual Report

The Contractor shall submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month and submit this with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The report will be due within 30-days of the end of the reporting year and include a month by month collection accounting of the tonnage of Solid Waste collected and disposed and a month by month accounting of all Recyclable Materials collected and recycled.

### **4. Billing Service and Payment**

The Contractor will invoice the City for services rendered at the close of each month and the City will pay the Contractor on or before the 10<sup>th</sup> day following the end of such month.

### **5. Fuel Adjustments**

The Contractor will apply a fuel adjustment to each monthly invoice if the price of diesel fuel increases or decreases over the established *base price* during the term of this contract. The established base price of diesel fuel is \$ 2.489 per U.S. gallon. This was the price of diesel fuel the week the bids were opened as reported by the U.S. Department of Energy, Energy Information Administration (EIA) *Midwest On-Highway Retail Diesel Price*.

Any fuel adjustment shall be applied as either a credit or a charge as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the City will use the price index published on the US Department of Energy website [www.eia.doe.gov](http://www.eia.doe.gov). The price to be used is the EIA *Midwest On-Highway Retail Diesel Price*.

The fuel adjustment may only be applied to the difference in the base price of \$ 2.489 per gallon as posted for the last week of the billing period. The adjustment equals 0.5% for every \$.10 increase or decrease in the per gallon price of fuel above or below the base price. If the increase or decrease is within a range posted on the table, then a fuel adjustment may not be applied. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice. This amount should be applied as a credit on the invoice if the price of fuel decreases from the base price; alternately, this amount should be applied as a charge on the invoice if the price of fuel increases over the base price. The Fuel adjustment formula will continue to be applied at the same incremental rate if the fuel price continues to rise above or below the prices indicated on the table.

<b>FUEL ADJUSTMENT TABLE</b>	
Fuel Cost Weekly EIA Midwest On-Highway Retail Diesel Price (average all types)	Applicable Adjustment %
\$2.60 - \$2.69	2.00%
\$2.70 - \$2.79	1.50%
\$2.80 - \$2.89	1.00%
\$2.90 - \$2.99	0.50%
<b>\$3.00 - \$3.09</b>	<b>Sample Base Price</b>
\$3.10 - \$3.19	+ 0.50%
\$3.20 - \$3.29	+ 1.00%
\$3.30 - \$3.39	+ 1.50%
\$3.40 - \$3.49	+ 2.00%
\$3.50 - \$3.59	+ 2.50%

## **ARTICLE V - PERFORMANCE BOND AND INSURANCE**

### **1. Performance Bond**

The Contractor, after receiving a Notice of Award, will furnish a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The Performance Bond will be issued annually for each contract year during the term of the contract, including any option years, in the amount equal to the total annual cost of collection for Contract Year 1. The entire cost of the bond(s) will be paid for by the Contractor.

### **2. Insurance**

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverage's listed below including contractual liability coverage arising hereunder. All insurance will be

issued by insurers and for policy limits acceptable to the City, and Contractor will furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. Contractor will upon written request from City provide City with original copies of the policies and all endorsements to any such policies. The City shall be named as an additional insured on all insurance policies required under these Specifications, and Contractor shall provide written confirmation thereof from its insurer.

The City and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits

Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage will include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$5,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor will purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City will in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

## **ARTICLE VI - INDEMNIFICATION**

### **1. Environmental Indemnity**

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a "City Indemnity") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any City Indemnity may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any City Indemnity will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

## **2. General Indemnity**

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnity may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any City Indemnity will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

## **ARTICLE VII - PERFORMANCE ASSURANCE; BREACH AND TERMINATION**

### **1. Performance Assurance**

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City deems necessary to assure that the Residential Waste Collection and Recycling Services will be available to the City and its Residents.

## **2. Performance**

**A.** The work shall be accomplished in such a manner so as not to create any nuisance. If at any time rubbish is not collected on the regularly scheduled day, the Contractor shall notify the Service Director as to the reason and the anticipated length of such delay. If at any time the Contractor fails to maintain the regular collection schedule for a period of one (1) day, the City may at its sole discretion provide for the collection of such refuse as it may determine. Cost of such collection shall be at the expense of the Contractor. The Contractor shall, upon request from the Service Director, immediately adjust any and all complaints. In the event of a difference of opinion as to the validity of any complaint, the ruling of the Service Director shall be binding upon all parties.

**B.** Should any default be made in any of the agreements herein on the part of the Contractor, the City reserves the right to rescind this Contract and terminate the same by giving ten (10) days' notice in writing to the Contractor of the intention of the City Council to do so, which shall state the cause of the said default. After ten (10) days, the City will give the Contractor a hearing, and after the hearing thereof, the determination of the City shall be absolute and final. Upon the rescission of the said Contract, all rights of the Contractor in said Contract shall cease and terminate, and the City shall have the right to hold the Contractor and his surety liable for any and all extra damages that the City may suffer by virtue of the rescission of said Contract.

**C.** This rescinding provision is made on account of the vital interest of the City in public health and welfare of the inhabitants which necessitates that this Contract be carried out strictly according to the letter and spirit of the terms herein set forth. To have a Contractor who would violate his Contract with the City would threaten the public health of the City of North Royalton. Spills, either during collection or during the haul, are detrimental to the public health and therefore will not be permitted.

## **3. Contractor Breach: Opportunity to Cure and Termination**

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City will provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor will have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, will have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the

City may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it will have completed the process of obtaining a substitute service provider to provide the Residential Solid Waste Collection, Disposal and Recycling Services required herein. In such event, the Contractor will continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement.

## **ARTICLE VIII - MISCELLANEOUS**

### **1. Entire Agreement**

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

### **2. Notices**

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention \_\_\_\_\_, and to the City, attention \_\_\_\_\_, at their respective addresses set forth above. Any change in address must be given in like manner.

### **3. Waiver**

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

### **4. Applicable Law**

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. The Contractor shall conduct operations under this Contract in compliance with applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.



## **5. Unenforceable Provision**

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

## **6. Binding Effect**

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

## **7. Rights or Benefits**

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

## **8. Nondiscrimination**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## **9. Licenses and Taxes**

The Contractor shall obtain all licenses and permits as required to operate in the State of Ohio and pay all taxes as required by the appropriate taxing authority (Federal, State and local).

## **10. Transferability of Contract**

The Contractor shall not assign or sublet this Contract or any part thereof, without the written consent of the City of North Royalton, and in the event that such consent of the City of North Royalton not be obtained, the Contractor and its surety shall be liable for the faithful performance of this Contract for the remainder of the term.

## **11. Ownership**

Title to Refuse and Dead Animals shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by Contractor from a container, or removed by Contractor from the customer's premises, whichever occurs last.

**IN WITNESS WHEREOF**, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

**Approved as to form: Law Director Thomas Kelly** \_\_\_\_\_

**CITY OF NORTH ROYALTON**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RUMPKE OF NORTHERN OHIO, INC.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONTRACT ATTACHMENT A**

**Performance Bond**

**(Attach)**

ORDINANCE NO. 17-07

INTRODUCED BY: Nickell, Kasaris, Antoskiewicz  
Co-Sponsor: Langshaw

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 14 BUILDING AND HOUSING CODE, CHAPTER 1464 EXTERIOR PROPERTY MAINTENANCE, AND DECLARING AN EMERGENCY

WHEREAS: It has been determined necessary to amend Chapter 1464 Exterior Property Maintenance of the Codified Ordinances of the City of North Royalton in order to ensure that the code allows for all proper procedures and due process; 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. The Codified Ordinances of the City of North Royalton, Part 14 Building and Housing Code, Chapter 1464 Exterior Property Maintenance is hereby amended as outlined in Exhibit A, a copy of which it attached hereto and incorporated as if fully rewritten.

Section 2. Part 14 Building and Housing Code, Chapter 1464 Exterior Property Maintenance of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Part 14 Building and Housing Code 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 amend Chapter 1464 Exterior Property Maintenance of the Codified Ordinances of the City of North Royalton in order to ensure that the code allows for all proper procedures and due process.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

## **CHAPTER 1464**

### **Exterior Property Maintenance**

- [1464.01](#) Title.
- [1464.02](#) Purposes.
- [1464.03](#) Definitions.
- [1464.04](#) Application of chapter.
- [1464.05](#) Issuance of permits and licenses.
- [1464.06](#) Effect of license, permit or certification.
- [1464.07](#) Responsibilities of owners, operators and occupants.
- [1464.08](#) Duties of owners, operators and occupants.
- [1464.09](#) Maintenance of premises during construction, reconstruction and repair.
- [1464.10](#) Inspection of commercial and multifamily premises.
- [1464.11](#) Notice of violation.
- [1464.12](#) Appeals.
- [1464.13](#) Conflict of laws.
- [1464.99](#) Penalty.

#### ***CROSS REFERENCES***

Removal of unsafe structures - see Ohio R.C. 715.26(B), 715.261

Power to regulate building sanitation - see Ohio R.C. 715.29

Nuisances - see Ohio R.C. Ch. 3767

Noxious odors; filthy accumulations - see GEN. OFF. [660.04](#)

Garbage disposal from apartments - see S.U. & P.S. [1060.02](#)

Unsafe buildings - see B. & H. Ch. [1486](#)

#### **1464.01 TITLE.**

This chapter shall be known as the Exterior Property Maintenance Code of the City.

#### **1464.02 PURPOSES.**

The purposes of this Exterior Property Maintenance Code are to protect the public health, safety, morals and welfare by establishing minimum standards *to make all parcels and dwelling structures safe, sanitary, free from fire and health hazards, fit for human habitation and beneficial to the public welfare; to establish minimum standards* governing the maintenance and condition of residential and nonresidential premises *so as not to constitute a blighting or deteriorating influence on the neighborhood community; to authorize the condemnation of structures which are unsafe or unfit for human habitation* to fix certain responsibilities and duties upon the owners and operators; and to fix penalties for a violation of this Code;.

### **1464.03 DEFINITIONS.**

As used in this chapter:

- (a) "Accessory structure" means a structure, the use of which is incidental to that of the main building and which is attached thereto or located on the same premises.
- (b) *"Abate" or "abatement" means the removal or correction of any conditions that constitute a nuisance and the making of any other improvements that are needed to effect a rehabilitation of the building, structure, or property that is consistent with maintaining safe and habitable conditions over its remaining useful life. "Abatement" does not include the closing or boarding up of any building or structure that is found to be a public nuisance.*
- (c) "Building" means a combination of materials to form a construction adapted to permanent or continuous occupancy or use for public, institutional, residence, business or storage purposes.
- (d) "Building Code" means the Building and Housing Code of the City, codified as Part Fourteen of these Codified Ordinances.
- (e) "Deterioration" means the condition or appearance characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay or neglect, lack of maintenance or excessive use.
- (f) "Dwelling" means any structure designed for use by human occupants for sleeping and living purposes, whether occupied or vacant.
- (g) "Dwelling unit" means any room or group of rooms located within a dwelling forming a single habitable unit which includes facilities for living, sleeping, cooking, eating, bathing and toilet purposes.
- (h) "Exposed to public view" means any premises, or part thereof, or any building or part thereof, which may be lawfully viewed by the public or any member thereof from a sidewalk, street, alleyway, licensed open air parking lot or adjoining or neighboring premises.
- (i) "Exterior of the premises" means those portions of a building which are exposed to the elements and the open space of any premises outside of any building erected thereon.
- (j) "Fire Chief" means the Chief of the Fire Department of the City.
- (k) "Fire hazard" means anything or act which increases or may cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fires; or which may obstruct, delay

or hinder, or may become the cause of an obstruction, delay, hazard or hindrance to, the prevention, suppression or extinguishing of fires.

(l) "Garbage" means putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

(m) "Infestation" means the presence of insects, rodents, vermin or other pests on the premises, which presence constitutes a health hazard.

(n) "Mixed occupancy" means any building containing one or more dwelling units or rooming units and also having a portion thereof devoted to nondwelling uses.

(o) "Nuisance" means:

(1) Any public nuisance known at common law or in equity jurisprudence, or as provided by the statutes of the State or the ordinances of the City;

(2) Physical conditions *of a property or structure by reason of deterioration of materials, lack of repair or maintenance which is* dangerous to human life or detrimental to the health of persons on or near the premises where the conditions exist; *is otherwise no longer fit and habitable; or is a blighting or deteriorating factor on the neighborhood.*

(3) Unsanitary conditions or anything offensive to the senses or dangerous to health, in violation of this chapter; or

(4) Fire hazards.

(p) "Operator" means any person who has charge, care or control of a dwelling or premises, or a part thereof, whether with or without the knowledge and consent of the owner.

(q) "Owner" means any person who, alone or jointly or severally with others, has legal or equitable title to any premises with or without accompanying actual possession thereof; or who has charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as fiduciary, including, but not limited to, executor, executrix, administrator, administratrix, trustee, receiver or guardian of the estate, or as a mortgagee in possession regardless of how such possession was obtained. Any person who is a lessee subletting or reassigning any part or all of any dwelling or dwelling unit shall be deemed to be a co-owner with the lessor and shall have joint responsibility over the portion of the premises sublet or assigned by the lessee.

(r) "Premises" means a lot, plot or parcel of land, including the buildings or structures thereon.

(s) "Property Maintenance Officer" means the Building Commissioner of the City and such other officials as he or she may designate to act in his or her behalf.

(t) "Refuse" means all putrescible and nonputrescible solid wastes, except body wastes, including, but not limited to, garbage, rubbish, ashes, street cleanings, dead animals and solid market and industrial wastes.

(u) "Registered mail" means registered or certified mail.

(v) "Rooming unit" means any room or group of rooms forming a single habitable unit, other than a dwelling unit, which is rented or available for rent for sleeping purposes, with or without cooking facilities.

(w) "Rubbish" means nonputrescible solid wastes consisting of both combustible wastes, such as paper, wrappings, tin cans, yard clippings, leaves, wood, glass and crockery, and similar materials.

(x) "Structure" means a combination of any materials, whether fixed or portable, forming a construction. "Structure" includes radio and television antennas, satellite dishes and receiving stations.

(y) "Weathering" means deterioration, decay or damage caused by exposure to the elements.

#### **1464.04 APPLICATION OF CHAPTER.**

Every residential and nonresidential building and the premises on which it is situated in the City, used or intended to be used for dwelling, commercial or business occupancy, shall comply with this chapter, whether or not such building has been constructed, altered or repaired before or after the enactment of this chapter (Ordinance 1970-167, passed October 7, 1970), and irrespective of any permits or licenses which have been issued for the use or occupancy of the building, or for the installation or repair of equipment or facilities prior to the effective date of this chapter (Ordinance 1970-167, passed October 7, 1970). This chapter establishes minimum standards for the initial and continued occupancy and use of all such buildings and does not replace or modify standards otherwise established for the construction, repair, alteration or use of the building, except as provided in Section [1464.13](#). Where there is mixed occupancy, the residential or nonresidential use therein shall be nevertheless regulated subject to this chapter.

#### **1464.05 ISSUANCE OF PERMITS AND LICENSES.**

After the date of enactment of this chapter (Ordinance 1970-167, passed October 7, 1970), all licenses and permits shall be issued conditionally upon compliance with this chapter as well as compliance with the ordinances under which such licenses and permits are granted.

#### **1464.06 EFFECT OF LICENSE, PERMIT OR CERTIFICATION.**

No license, permit or other certification of compliance with this chapter shall constitute a defense against any violation of any provision of this chapter or any other ordinance of the City applicable to any structure or premises, nor shall any provision herein relieve any owner, operator or occupant from complying with such provision, or any official of the City from enforcing such provision.

#### **1464.07 RESPONSIBILITIES OF OWNERS, OPERATORS AND OCCUPANTS.**

Owners and operators shall have all the duties and responsibilities prescribed in this chapter, and no owner or operator shall be relieved from any such duty or responsibility or be entitled to defend against any charge of violation of this chapter by reason of the fact that the occupant is also responsible therefor and in violation thereof.

Unless expressly provided to the contrary in this chapter, the respective obligations and responsibilities of the owner and operator on one hand, and the occupant on the other, shall not

be altered or affected by any agreement or contract by and between any of them or between them and other parties.

The provisions of this chapter shall apply equally to any occupant, owner, agent, superintendent, officer, member, partner, trustee or receiver who, alone or with others, has a legal or equitable ownership in the premises, or has possession, charge, care or control of the premises.

#### **1464.08 DUTIES OF OWNERS, OPERATORS AND OCCUPANTS.**

The exterior of the premises, all structures, parcels and lots thereon shall be kept free of unsanitary conditions, nuisances and hazards to the safety of occupants, pedestrians and other persons utilizing the premises. Any such unsanitary condition, nuisance or hazard posing imminent danger to the health, safety and welfare of any person shall be immediately removed and abated by the owner, operator and occupant, and all other unsanitary conditions, nuisances or hazards shall be removed and abated by the owner, operator or occupant within seven days of receipt of notice by the Building Commissioner or other enforcement officer. The owner, operator and occupant shall keep premises free of hazards and in compliance with the following provisions:

(a) Refuse. Exterior property areas of all premises and lots shall be kept free of any debris, object, material or condition which may create a health, accident or fire hazard, which is a public nuisance or which constitutes a blighting or deteriorating influence on the neighborhood. Brush, broken glass, stumps, roots, filth, garbage, trash, motor vehicles, boats or trailers in a condition of disrepair or deterioration or parts thereof and debris shall not be permitted on any property.

(b) Natural Growth. Lawns, landscaping and trees shall be maintained so as not to constitute a blighting or deteriorating effect in the neighborhood. Dead and dying trees and limbs or other natural growth which, by reason of rotting or deteriorating conditions or storm damage, constitute a hazard to persons in the vicinity thereof shall not be permitted on any property. Trees shall be pruned and trimmed to prevent such conditions.

(c) Overhanging. Loose and overhanging objects which, by reason of location above ground level, constitute a danger of falling on persons or property in the vicinity thereof shall not be permitted.

(d) Ground Surface Hazards. Holes, excavations, breaks, projections and obstructions at any place on the premises which are a hazard to persons using the premises shall not be permitted.

(e) Recurring Accumulations of Storm Water. Natural drainage or adequate run-off drains shall be provided and maintained to eliminate any recurrent or excessive accumulation of storm water.

(f) Maintenance of Foundations.

(1) All foundations of every dwelling structure shall be maintained structurally sound and in good repair.

(2) All foundations of every dwelling structure shall be maintained in such condition as to prevent the seepage or leaking of water within the space enclosed within such foundations.



(3) All openings into the foundations of every dwelling structure shall be protected against the entrance of rodents.

(g) Chimneys; Flue and Vent Attachments. Chimneys and flue and vent attachments thereto shall be maintained structurally sound, free from defects and so as to capably perform at all times the functions for which they were designed. Chimneys, flues, gas vents or other draft-producing equipment shall provide sufficient draft to develop the rated output of the connected equipment, shall be structurally safe, durable and smoke tight and shall be capable of withstanding the action of flue gases.

(h) Exterior Porches, Landings Balconies, Stairs and Fire Escapes. Exterior porches, landings, balconies, stairs and fire escapes shall be provided with banisters or railings properly designed and maintained to minimize the hazard of persons falling therefrom, and the same shall be kept structurally sound, in good repair and free from defects.

(i) Condition of Exterior of Premises and Structures. The exterior of all structures and premises shall be maintained so that the appearance of the premises and all buildings thereon reflect a level of maintenance in keeping with the area and so that the condition of the premises and structures shall not constitute a blighting factor for adjoining property owners nor an element leading to the progressive deterioration and downgrading of the area. All replacements and repairs must match and conform to the original design if not replaced completely. All radio and television antennas, satellite dishes and receiving stations with supporting structures shall require the planting and maintenance of evergreens for screening purposes.

(j) Landscaping. All premises and vacant land shall be kept landscaped and lawns, hedges and bushes shall be kept trimmed and from becoming overgrown and unsightly.

(k) Signs. All signs permitted by reason of other regulations or as a lawful nonconforming use shall be maintained in good repair, and printed matter, pictures or illustrations contained thereon shall be completely maintained or when no longer in use completely removed.

(l) Reconstruction of Walls and Sidings. All reconstruction of walls and sidings shall be of standard quality and appearance commensurate with the character of the properties in the area. The materials used will not be of a kind that, by their appearance under prevailing appraisal practices and standards, will depreciate the values of neighboring and adjoining premises.

(m) General Maintenance. The exterior of every structure or accessory structure, including fences, shall be maintained in good repair and all surfaces thereof shall be kept painted where necessary for purposes of preservation and appearance. The same shall be maintained free of broken glass, loose shingles, crumbling stone or brick, excessive peeling paint or other conditions reflective of deterioration or inadequate maintenance to the end that the property itself may be preserved, safety and fire hazards eliminated and adjoining properties and the neighborhood protected from blighting influences.

(n) Store Fronts. All store fronts shall be kept in good repair, shall be painted where required and shall not constitute a safety hazard or nuisance. If repairs to a store front become necessary, such repairs shall be made with the same or similar materials used in the construction of the store front in such a manner as to permanently repair the damaged area. Any cornice visible above a store front shall be kept painted, where required, and in good repair.

(o) Structural Soundness. Every building and accessory structure, and every part thereof, shall be kept structurally sound and in a state of good repair to avoid safety, health or fire hazards, including:

(1) Exterior walls, sidings and roofs. Exterior walls, sidings and roofs shall be kept maintained structurally sound, in good repair and free from defects.

(2) Painting and other protective coating. All exposed surfaces susceptible to decay shall be kept at all times painted or otherwise provided with a protective coating sufficient to prevent deterioration.

(3) Weather and watertightness. Every dwelling shall be so maintained as to be weather and watertight.

(4) Repairs. Exterior walls, roofs, windows, window frames, doors, door frames, foundations and other parts of the structure shall be so maintained as to keep water from entering the structure. Damaged materials shall be repaired or replaced promptly. Places showing signs of rot, leakage, deterioration or corrosion shall be restored and protected against weathering or seepage.

(p) Freedom from Infestation. All parts of the premises shall be maintained so as to prevent infestation.

(q) Refuse Receptacles. All premises shall have approved receptacles or other conveniences for the disposal of rubbish, garbage, refuse or other waste matter, as required by the Building Division. The owner or operator, or his or her agent, shall provide suitable screening to cause receptacles for the disposal of rubbish, garbage, refuse or other waste matter to be invisible from ground level to those residents living in residential areas or from a street right of way abutting commercial property from that property, and such screening shall require review and approval by the Planning Commission.

Existing premises which presently have refuse receptacles which do not have suitable screening are required to be screened by the owner or operator, or his or her agent. Planning Commission review and approval shall be required.

(r) Mailbox Supports. All mailbox supports in the City shall comply with the following guidelines and criteria established by the American Association of State Highway and Transportation Officials:

(1) Timber post with maximum of four inch by four inch measurement or four and one-half inch diameter.

(2) Standard wall pipe with maximum two and one-half inch diameter.

(3) Any material with equal break-away characteristics of paragraphs (r)(1) and (2) hereof not exceeding the maximum diameters or measurements established in paragraphs (r)(1) and (2) hereof.

Mailbox supports shall be maintained in good repair and free from defects.

Mailbox supports in City rights-of-way which do not comply with the guidelines and criteria established herein are public nuisances representing physical conditions dangerous to human life and detrimental to the health, safety and welfare of persons.

(s) Residential Composting of Yard Waste. Composting of yard waste shall be permitted on residential property. Any area of yard waste composting shall be located in the rear yard at least ten feet from the rear and side yard lot lines, at least ten feet from any accessory building or unattached garage and at least twenty feet from any residential dwelling or attached garage. Composting material must be adequately contained and composting areas must be screened at ground level with fencing, hedges or shrubbery. Fencing must be in compliance with the Zoning Code of the City.

(t) Sale of used motor vehicles and boats. Any resident of the Municipality shall, at any given time, be permitted to display for sale, in the open, one used motor vehicle or boat, which is titled and registered to them, on property of which he or she is the owner, upon satisfaction of the following conditions:

(1) If requested, the owner of the property must provide proof of ownership of said motor vehicle or boat to the North Royalton Building Commissioner or his designate anytime during the period it is on display for sale.

(2) Said motor vehicle must display current license plates duly registered to that motor vehicle while on sale and/or display.

(3) Said motor vehicle or boat may not be set on display for sale within the City right-of-way.

(4) For purposes of this chapter, “motor vehicle” shall have the same meaning/definition as that contained in Ohio R.C. 4501.01(B), with the exception of those motor vehicles specifically excluded in [Chapter 1282](#), Section [1282.08](#)(a) of the North Royalton Planning & Zoning Code.

(u) Rain Barrels and Rain Gardens.

(1) Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance. Roof drains, gutters and downspouts shall be connected to a public storm sewer, or in the event a public storm sewer is not available, shall be discharged in a manner approved by the Building Commissioner and the City Engineer, or his or her duly authorized representative. However, one or more downspout(s) may be diverted into an approved rain barrel or other structural storage container, provided that the overflow from such appurtenances is directed into the public storm sewer system. Rain barrels or other structural storage containers shall be covered at all times and incorporate a drainage system that directs any overflow away from the building's foundation and into the public storm sewer system. The installation of rain barrels or other structural storage containers shall be subject to review and approval of the City Engineer, or his or her duly authorized representative, and shall conform to the standards set forth by the City for such devices. Visual screening of rain barrels or other structural storage containers may be required, on a case by case basis, so as to prevent unsightly visual impacts to the surrounding area. This will be determined by the City Engineer or Building Commissioner, or his or her duly authorized representative, at the time of permit application and subject to any standards set forth by the city.

(2) As an alternative requirement of division (a) of this section stating that downspouts be connected to the public sewer system, one or more downspout(s) may be directed into an approved rain garden. Such rain garden shall be subject to the review and approval of the City Engineer, or his or her duly authorized representative, and shall be constructed in accordance with the latest edition of the *Rain Garden Manual for Homeowners*. No rain garden shall be constructed until a permit has been obtained.

(3) This requirement shall be waived for existing appurtenant structures if, in the opinion of the City Engineer, or his or her duly authorized representative, the drainage does not cause excessive erosion or water damage or does not create a nuisance on public or private property.

#### **1464.09 MAINTENANCE OF PREMISES DURING CONSTRUCTION, RECONSTRUCTION AND REPAIR.**

During the period of time that any construction, reconstruction or repair work is being done on any premises within the City, the owner, the employing contractor and all persons performing the work shall be responsible for the following:

- (a) All safety practices and facilities required by law shall be provided and maintained.
- (b) Any excavation that exists on the premises at the close of any working day shall be properly barricaded and lighted.
- (c) Proper and adequate toilet facilities shall be provided for the workers.
- (d) The sidewalk and tree lawn area shall be kept open, in repair and free from holes, depressions, areas of mud and water, building materials and debris and other nuisances.
- (e) The engines to all equipment shall be turned off and cooled prior to and during any refueling operation.

#### **~~1464.10 INSPECTION OF COMMERCIAL AND MULTIFAMILY PREMISES.~~**

~~—Each commercial and multifamily building and every property zoned for multifamily or commercial use shall be inspected at least once each year by the Building Commissioner. The owner, occupant and agent shall be served with a notice of any violation of this chapter.~~

#### **1464.101 DECLARATION OF PUBLIC NUISANCE, ORDER AND AUTHORITY TO ABATE.**

*(a) If the Building Commissioner finds that a nuisance condition exists as defined in the City's Codified Ordinances, or otherwise by ordinance passed by Council, on any property, the Building Commissioner may issue a notice declaring the existence of such nuisance, and may order the abatement of the nuisance or proceed to abate the nuisance.*

*(b) In addition to the authority granted in subsection (a) of this Section, if the Building Commissioner finds that a property or a structure, by reason of deterioration of materials, lack of repair or maintenance, is a hazard to the health, safety or welfare of its occupants or the public or is a blighting or deteriorating factor in the neighborhood, or impairs or adversely affects the value of neighboring property, the Building Commissioner may declare such*

*property or structure to be a nuisance, issue a notice declaring the existence of such nuisance, and order the abatement of the nuisance or proceed to abate the nuisance.*

*(c) An occupied dwelling structure, which is determined by the Building Commissioner to be in violation of Section 1464.08, is hereby declared to be a public nuisance.*

*(d) The existence of roots of trees that obstruct sewers shall be considered a nuisance, and if such condition is found, the Building Commissioner may abate the nuisance immediately and without service of notice or estimate of the cost of the abatement.*

#### **1464.105 ABATEMENT OF NUISANCE; COLLECTION OF COSTS; ASSESSMENT**

*(a) If the nuisance is not abated within the required time, as determined by the Building Commissioner, the Building Commissioner may abate the nuisance. The abatement of a nuisance may be conducted utilizing labor and materials provided by the Service Department, other departments of the City, or by entering into a contract for abatement services in accordance with the ordinances and Charter of the City.*

*(b) If the Building Commissioner determines to take action to abate a nuisance the Building Commissioner shall, prior to the abatement, furnish to the owner of the real estate whereon the nuisance exists a statement of the estimated cost of abatement; following the abatement he shall provide to the owner a statement of the final cost as soon as the cost can be ascertained, and shall order the owner to pay the cost within such reasonable time as the Building Commissioner shall fix.*

*(c) Regardless of the estimated cost of abating a public nuisance as determined herein, the owner shall be responsible for payment to the City of the actual costs incurred by the City in 1) preparing to abate the nuisance if the City does not proceed with the abatement or 2) in preparing to abate and abating the nuisance, and 3) the City's actual administrative costs, applied as a percentage of the total cost incurred by the City, as approved annually by the Director of Finance. Should the actual costs incurred in abating such nuisance be less than the estimate, and the owner has deposited with the City an amount equal to such estimated amount, the City shall refund to the owner the amount of the difference.*

*(d) The City may take such action as it deems necessary to collect the costs incurred by the City in preparing to abate and/or in abating the nuisance and administrative costs incurred, including the assessment of such costs on the real estate whereon the nuisance existed or the cause or source thereof was located.*

#### **1464.11 NOTICE OF VIOLATION.**

*(a) Where a violation of this chapter is found to exist, the Building Commissioner shall cause a written notice of the violation to be served upon the person or persons responsible for the correction thereof. The notice shall specify the violation committed and shall provide a reasonable period of time, not more than thirty days, to correct or abate the violation.*

*(b) Notice may be served personally or by prepaid telegram or certified mail addressed to the last known address of the person to be served or by leaving a copy thereof at the usual residence*

of the person to be served. If the last known address cannot be ascertained the notice shall be posted on the outside front entrance of the building.

***(c) A written notice of a nuisance or order to abate shall be served on the owner, agent, lessee, or party in control of the property. The notice or order shall set forth the nature of the nuisance, a reasonable time determined by the Building Commissioner within which the person shall abate the nuisance, and the statement that unless the nuisance is abated within the stated time the City may prosecute the owner, agent, lessee or party in control for failure to comply with the order of the Building Commissioner, or may seek an order of a court requiring the abatement of the nuisance by such person.***

***(d) In addition to or in lieu of the procedure in subsection (c) of this Section, the Building Commissioner may cause a written notice and order to be served on the owner or the agent of the owner of the property setting forth the nature of the nuisance, the estimate of the cost of abating the same if done by the City, directly or indirectly, a reasonable time determined by the Building Commissioner within which the owner shall abate the nuisance or pay the estimated cost to the City, and the statement that unless the nuisance is abated within the stated time it may be abated by the City and the cost of abatement assessed upon the real estate involved.***

***(e) A notice or order shall be served by delivering it personally, leaving it at the person's usual place of business or residence, by posting it in a conspicuous place on the real estate involved, or by mailing it to the person, or notice may be published in a newspaper of general circulation within the City if it cannot be served in any of the other ways above mentioned.***

#### **1464.12 APPEALS.**

Within ten days of the date of service of the notice described in Section [1464.11](#), any person affected by the notice may request a hearing thereon before the Board of Zoning Appeals by filing a written request with the Clerk of the Board. The Chairperson of the Board, upon receipt of the request, shall, within thirty days therefrom and upon five days notice to the party and the Building Commissioner, set the matter down for hearing. The Board may modify the action required to correct or abate the violation set forth in the notice and shall issue an order incorporating its determination.

#### **1464.13 CONFLICT OF LAWS.**

***The authority to abate nuisances granted herein and the procedure set forth shall be in addition to and shall not limit the authority to abate nuisances granted in other ordinances, laws, or Constitution of the State of Ohio.***

~~In any case where the provisions of this chapter impose a higher standard than is set forth in any other ordinance of the City or under the laws of the State, the standard set forth herein shall prevail, but if the provisions of this chapter impose a lower standard than that imposed by any other ordinance of the City or law of the State, then the higher standard contained in any such other ordinance or law shall prevail.~~

**1464.99 PENALTY.**

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the third degree and shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than sixty days, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

ORDINANCE NO. 17-08

INTRODUCED BY: Nickell, Kasaris, Antoskiewicz  
Co-Sponsor: Langshaw

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 14 BUILDING AND HOUSING CODE, CHAPTER 1486 UNSAFE BUILDINGS AND STRUCTURES, AND DECLARING AN EMERGENCY

WHEREAS: It has been determined necessary to amend Chapter 1486 Unsafe Buildings and Structures of the Codified Ordinances of the City of North Royalton in order to ensure that the code allows for all proper procedures and due process; 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. The Codified Ordinances of the City of North Royalton, Part 14 Building and Housing Code, Chapter 1486 Unsafe Buildings and Structures is hereby amended as outlined in Exhibit A, a copy of which it attached hereto and incorporated as if fully rewritten.

Section 2. Part 14 Building and Housing Code, Chapter 1486 Unsafe Buildings and Structures of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Part 14 Building and Housing Code 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 amend Chapter 1486 Unsafe Buildings and Structures of the Codified Ordinances of the City of North Royalton in order to ensure that the code allows for all proper procedures and due process.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



## **CHAPTER 1486**

### **Unsafe Buildings and Structures**

[1486.01](#) Unsafe structure defined; abatement required.

[1486.02](#) Examinations.

[1486.03](#) Notice to owners.

[1486.04](#) Condemnation; vacation or demolition.

[1486.05](#) Appeals.

[1486.06](#) Noncompliance with notice.

[1486.07](#) Emergencies.

[1486.08](#) Recovery of costs.

[1486.99](#) Penalty.

#### ***CROSS REFERENCES***

Removal of unsafe structures - see Ohio R.C. 715.26(B), 715.261

Building and Housing Code fees - see ADM. [214.08](#)

Exterior property maintenance - see B. & H. Ch. [1464](#)

#### **1486.01 UNSAFE STRUCTURE DEFINED; ABATEMENT REQUIRED.**

(a) All buildings or structures which are structurally unsafe, unsanitary or not provided with adequate safe egress, which constitute a fire hazard or are otherwise dangerous to human life or which, in relation to existing use, constitute a hazard to safety of health by reason of inadequate maintenance, dilapidation, obsolescence, *vacancy* or abandonment are hereby declared to be unsafe structures. All such unsafe structures are hereby declared to be a *nuisance and* illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the procedure set forth in this chapter.

*(b) If the Building Commissioner finds that a nuisance condition exists as defined in the City's Codified Ordinances, or otherwise by ordinance passed by Council, on any property, the Building Commissioner may issue a notice declaring the existence of such nuisance, and may order the abatement of the nuisance or proceed to abate the nuisance.*

*(c) In addition to the authority granted in subsection (a) of this Section, if a Building Commissioner finds that a property or a structure, by reason of deterioration of materials, lack of repair or maintenance, is a hazard to the health, safety or welfare of its occupants or the public or is a blighting or deteriorating factor in the neighborhood, or impairs or adversely affects the value of neighboring property, the Building Commissioner may declare such property or structure to be a nuisance, issue a notice declaring the existence of such nuisance, and order the abatement of the nuisance or proceed to abate the nuisance.*

## **1486.105 DEFINITIONS**

**(a) "Abandoned": An "abandoned" structure is a structure that is not occupied for any period of time during which the City has not been able to communicate with or locate an owner or party with the legal authority to be in control of the property, and after the City has made reasonable attempts to communicate with or locate the owner or a party in control.**

**(b) "Abate" or "abatement" means the removal or correction of any conditions that constitute a nuisance and the making of any other improvements that are needed to effect a rehabilitation of the building, structure, or property that is consistent with maintaining safe and habitable conditions over its remaining useful life. "Abatement" does not include the closing or boarding up of any building or structure that is found to be a public nuisance.**

**(c) "Accessory structure" means a structure, the use of which is incidental to that of the main building and which is attached thereto or located on the same premises.**

**(d) "Building" means a combination of materials to form a construction adapted to permanent or continuous occupancy or use for public, institutional, residence, business or storage purposes.**

**(e) "Deterioration" means the condition or appearance characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay or neglect, lack of maintenance or excessive use.**

**(f) "Dwelling" means any structure designed for use by human occupants for sleeping and living purposes, whether occupied or vacant.**

**(g) "Dwelling unit" means any room or group of rooms located within a dwelling forming a single habitable unit which includes facilities for living, sleeping, cooking, eating, bathing and toilet purposes.**

**(h) "Exterior of the premises" means those portions of a building which are exposed to the elements and the open space of any premises outside of any building erected thereon.**

**(i) "Fire Chief" means the Chief of the Fire Department of the City.**

**(j) "Fire hazard" means anything or act which increases or may cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fires; or which may obstruct, delay or hinder, or may become the cause of an obstruction, delay, hazard or hindrance to, the prevention, suppression or extinguishing of fires.**

**(k) "Garbage" means putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.**

**(l) "Nuisance" means:**

**(1) Any public nuisance known at common law or in equity jurisprudence, or as provided by the statutes of the State or the ordinances of the City;**

*(2) Physical conditions of a property or structure by reason of deterioration of materials, lack of repair or maintenance which is dangerous to human life or detrimental to the health of persons on or near the premises where the conditions exist; is otherwise no longer fit and habitable; or is a blighting or deteriorating factor on the neighborhood.*

*(3) Unsanitary conditions or anything offensive to the senses or dangerous to health, in violation of this chapter; or*

*(4) Fire hazards.*

*(m) "Occupied": The term "occupied" shall mean the presence of a person or persons either:*

- 1. Living in a structure and using some portion of such structure as a dwelling unit, or*
- 2. Working in a structure and using some portion of the structure for the operation of a business.*

*(n) "Operator" means any person who has charge, care or control of a dwelling or premises, or a part thereof, whether with or without the knowledge and consent of the owner.*

*(o) "Owner" means any person who, alone or jointly or severally with others, has legal or equitable title to any premises with or without accompanying actual possession thereof; or who has charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as fiduciary, including, but not limited to, executor, executrix, administrator, administratrix, trustee, receiver or guardian of the estate, or as a mortgagee in possession regardless of how such possession was obtained. Any person who is a lessee subletting or reassigning any part or all of any dwelling or dwelling unit shall be deemed to be a co-owner with the lessor and shall have joint responsibility over the portion of the premises sublet or assigned by the lessee.*

*(p) "Premises" means a lot, plot or parcel of land, including the buildings or structures thereon.*

*(q) "Property": The term "property" shall mean all portions of the real estate of a parcel in the City, including lands and structures of every type.*

*(r) "Refuse" means all putrescible and nonputrescible solid wastes, except body wastes, including, but not limited to, garbage, rubbish, ashes, street cleanings, dead animals and solid market and industrial wastes.*

*(s) "Registered mail" means registered or certified mail.*

*(t) "Structure" means a combination of any materials, whether fixed or portable, forming a construction. "Structure" includes radio and television antennas, satellite dishes and receiving stations.*

*(u) "'Vacant": A structure shall be considered "vacant" for the purposes of this Chapter if it has not been occupied for a period of six (6) consecutive months or more, except a structure shall not be considered vacant if it is only seasonally not occupied and such period is less than twelve (12) months. A structure shall be considered "vacant" for the purpose of this*

*Chapter even if it is being maintained on the exterior, and even if the owner of the property is actively attempting to sell or rent the property.*

#### **1486.02 EXAMINATIONS.**

The Building Commissioner shall examine or cause to be examined every building or other structure reported to be unsafe or damaged and shall make a written record of such examination.

*The Building Commissioner may take any action necessary to inspect a vacant or abandoned property, and to abate a vacant or abandoned property nuisance, as authorized in this Chapter. Upon inspection of a vacant or abandoned structure, the Building Commissioner may take any action authorized by law to ensure that the property, including the structure, is maintained according to the requirements of all applicable ordinances.*

#### **1486.03 NOTICE TO OWNERS.**

(a) Whenever the Building Commissioner finds any building or structure or portion thereof to be an unsafe structure, he or she shall, issue a ***notice declaring the existence of such nuisance, and order the abatement of the nuisance or proceed to abate the nuisance***, in accordance with established procedure, have written legal notices given to the owner, agent or person in control of such building or structure stating the defects thereof. This notice shall require the owner, within a stated time, either to complete specified repairs or improvements ***and abate the nuisance*** or to demolish and remove the building or structure or portion thereof.

***(b) In addition to or in lieu of the procedure in subsection (a) of this Section, the Building Commissioner may cause a written notice and order to be served on the owner or the agent of the owner of the property setting forth the nature of the nuisance, the estimate of the cost of abating the same if done by the City, directly or indirectly, a reasonable time determined by the Building Commissioner within which the owner shall abate the nuisance or pay the estimated cost to the City, and the statement that unless the nuisance is abated within the stated time it may be abated by the City and the cost of abatement assessed upon the real estate involved.***

(c) If the person to whom such notice and order is addressed cannot be found within the City after diligent search, then such notice and order shall be sent by registered mail to the last known address of such person and a copy of such notice shall be posted in a conspicuous place on the premises to which it relates. Such mailings and posting shall be deemed legal service of such notice.

#### **1486.04 CONDEMNATION; VACATION OR DEMOLITION.**

If necessary, the notice set forth in Section [1486.03](#) shall also require the building, structure or portion thereof to be vacated forthwith and not reoccupied or used until the specified repairs or improvements are completed, inspected and approved by the Building Commissioner who shall cause to be posted at each entrance to such building or structure a notice as follows:

**"THIS STRUCTURE IS IN A DANGEROUS CONDITION  
AND HAS BEEN CONDEMNED**

AND ITS USE HAS BEEN PROHIBITED BY THE  
BUILDING COMMISSIONER."

Such notice shall remain posted until the required repairs are made or demolition is completed. No person shall remove such notice without legal written permission from the Building Commissioner, nor shall any person use or enter the building or structure except for the purpose of making the required repairs or demolishing the building or structure.

**1486.045 ABATEMENT OF NUISANCE; COLLECTION OF COSTS; ASSESSMENT**

*(a) If the nuisance is not abated within the required time, as determined by the Building Commissioner, the Building Commissioner may cause its abatement. The abatement of a nuisance may be conducted utilizing labor and materials provided by the Service Department, other departments of the City, or by entering into a contract for the provision of abatement services in accordance with the ordinances and Charter of the City.*

*(b) If the Building Commissioner determines to take action to abate the nuisances the Building Commissioner shall furnish the owner of the real estate whereon the nuisance exists with a statement of the estimated cost of abating the same prior to the abatement, and a statement of the final cost as soon as the cost can be ascertained, and shall order the owner to pay the cost within such reasonable time as the Building Commissioner shall fix.*

*(c) Regardless of the estimated cost of abating a public nuisance by the City as determined herein, the owner shall be responsible for payment to the City of the actual costs incurred by the City in 1) preparing to abate the nuisance if the City does not proceed with the abatement or 2) in preparing to abate and abating the nuisance, and 3) the City's actual administrative costs, applied as a percentage of the total cost incurred by the City, as approved annually by the Director of Finance. Should the actual costs incurred in abating such nuisance be less than the estimate, and the owner has deposited with the City an amount equal to such estimated amount, the City shall refund to the owner the amount of the difference.*

*(d) The City may take such action as it deems necessary to collect the costs incurred by the City in preparing to abate and/or in abating the nuisance, including the assessment of such costs on the real estate on which the nuisance existed or the cause or source thereof was located.*

**1486.05 APPEALS.**

The owner, agent or person in control of an unsafe building, structure or portion thereof shall have the right to appeal from a decision of the Building Commissioner under this chapter and to appear before the Board of Zoning Appeals at a specified time and place to show cause why he or she should not comply with the notice provided for in Section [1486.03](#).

**~~1486.06 NONCOMPLIANCE WITH NOTICE-RELATIONSHIP TO OTHER LAWS~~**

~~—If the owner, agent or person in control of an unsafe building, structure or portion thereof cannot be found within the stated time limit, or if such owner, agent or person in control fails, neglects or refuses to comply with the notice to repair, rehabilitate or demolish and remove the~~

~~unsafe building or structure, or portion thereof, the Director of Law shall be advised of all the facts in the case and shall institute appropriate legal action to compel such compliance.~~

The authority to abate nuisances granted herein and the procedure set forth shall be in addition to and shall not limit the authority to abate nuisances granted in other ordinances, laws, or Constitution of the State of Ohio.

#### **1486.07 EMERGENCIES.**

In case of an emergency which, in the opinion of the Building Commissioner, involves immediate danger to human life or health, the Building Commissioner *may declare such condition a nuisance* and shall promptly *order and* cause an unsafe building, structure or portion thereof *or an immediate threat of substantial and/or irreparable physical or economic damage to a structure* to be made safe or removed. For this purpose, he or she may at once enter such structure with such assistants and at such cost as he or she may deem necessary, order adjacent structures and premises to be vacated and protect the public by an appropriate fence or other such means as may be necessary, and for this purpose may close a public or private way.

*The Building Commissioner may take action necessary to immediately abate the violation constituting a nuisance without advance notice to the owner. Such action may include entering a property for the purposes of conducting an inspection, to the extent and in the manner allowed by law, ordering that the property be immediately vacated, ordering the cessation of utility service if necessary to protect life, health or property, and/or abate the violation constituting the nuisance. If the Building Commissioner abates a nuisance pursuant to this Section, notice shall be provided to the owner within three (3) days after the start of the abatement work in the same manner as notice is required in this Section for non-emergency nuisance abatement.*

#### 1486.08 RECOVERY OF COSTS.

Costs incurred under Sections [1486.06](#) and [1486.07](#) by the use of employees, materials and equipment of the Municipality, or by contract for labor, materials and equipment, *and administrative costs incurred*, for removing insecure, unsafe or structurally defective buildings or other structures, regardless of whether such removal is authorized under Ohio R.C. 715.26 or Section 3, Article XVIII, of the Ohio Constitution, including the cost of service or publication of notice, together with a proper description of the premises, shall be certified by the Clerk of Council to the County Auditor and placed by him or her upon the tax duplicate. Such costs shall be a lien upon such lands from and after the date of entry and shall be controlled and collected as other taxes and returned to the Municipality.

The remedy provided for in this section and in Sections [1486.06](#) and [1486.07](#) shall be in addition to the penalties provided in Section [1486.99](#).

**1486.99 PENALTY.**

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the third degree; for a second or subsequent offense, such person shall be guilty of a misdemeanor of the second degree. Whoever is convicted of or pleads guilty to a misdemeanor shall be sentenced in accordance with Section [698.02](#). A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.