

DATE:	<u>December 6, 2021</u>	1 ST READING:	<u>December 6, 2021</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 147-2021</u>	ADOPTED:	<u>December 6, 2021</u>
		EMERGENCY:	<u>December 6, 2021</u>

RESOLUTION NO. 1541-2021

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF FUNDS AND DECLARING AN EMERGENCY.

WHEREAS, City Council adopted Resolution 1453-2019 on May 20, 2019, authorizing the issuance of Bond Anticipation Notes and a transfer from the General Fund to the Fire Truck and Equipment fund for the acquisition of fire trucks and other related fire apparatus and equipment for the City’s Fire Department; and

WHEREAS, City Council adopted Ordinance 5702-2020 on February 18, 2020, authorizing the issuance of Bond Anticipation Notes for the acquisition of fire trucks and other related fire apparatus and equipment for the City’s Fire Department; and

WHEREAS, City Council adopted Resolution 1511-2021 on February 1, 2021, authorizing a transfer from the General Fund to the Debt Service Fund for the final payment of the Bond Anticipation Notes issued for the acquisition of fire trucks and other related fire apparatus and equipment for the City’s Fire Department; and

WHEREAS, the City’s Fire Department has received the fire trucks and other related fire apparatus and equipment and obligations for the same has been paid in full; and

WHEREAS, City Council deems it appropriate to transfer the remaining fund balance in the Fire Truck and Equipment fund to the General Fund as stated in Resolution 1453-2019.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, OHIO:

SECTION 1. The City Auditor is authorized to transfer funds not to exceed the following amounts:

Fire Truck & Equipment (437)	General Fund (101)	88,513
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SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to allow the Auditor's office the necessary resources. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST: 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021



MAYOR

DATE:	<u>December 6, 2021</u>	1 ST READING:	<u>December 6, 2021</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 148-2021</u>	ADOPTED:	<u>December 6, 2021</u>
		EMERGENCY:	<u>December 6, 2021</u>

RESOLUTION NO. 1542-2021

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF FUNDS AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of North Ridgeville, Ohio, deems it appropriate to transfer funds with the appropriate approval where necessary; and

WHEREAS, the Central Fire Station project is completed and all associated obligations have been paid in full and pursuant to Section 5705.14(B) of the Ohio Revised Code the unexpended balance in the improvement fund shall be transferred to the debt service retirement fund; and

WHEREAS, City Council deems it appropriate to transfer the remaining fund balance in the Central Fire Station fund to the Central Fire Station Debt Service fund to be used for future debt service payments.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, OHIO:

SECTION 1. The City Auditor is authorized to transfer funds not to exceed the following amounts:

<u>From</u>	<u>To</u>	<u>Amount</u>
<u>Transfers</u>		
Central Fire Station (430)	D/S Central Fire Station (311)	323,695

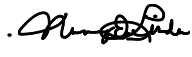
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to provide the Auditor’s office with the necessary resources. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST : 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021



MAYOR

DATE:	<u>December 6, 2021</u>	1 ST READING:	<u>December 6, 2021</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 149-2021</u>	ADOPTED:	<u>December 6, 2021</u>
		EMERGENCY:	<u>December 6, 2021</u>

RESOLUTION NO. 1543-2021

A RESOLUTION AUTHORIZING AND APPROVING FUND TRANSFERS AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of North Ridgeville, Ohio, deems it appropriate to transfer funds with the appropriate approval where necessary; and

WHEREAS, the funds transferred are earmarked for future capital projects.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, OHIO:

SECTION 1. The City Auditor is authorized to transfer funds not to exceed the following amounts:

General Fund (101)	Capital Projects (410)	1,500,000
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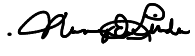
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to provide the Auditor’s office with the necessary resources. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST : 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021



MAYOR

DATE:	<u>December 6, 2021</u>	1 ST READING:	<u>December 6, 2021</u>
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REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 150-2021</u>	ADOPTED:	<u>December 6, 2021</u>
		EMERGENCY:	<u>December 6, 2021</u>

RESOLUTION NO. 1544-2021

**A RESOLUTION AUTHORIZING AND APPROVING
THE TRANSFER OF FUNDS AND DECLARING AN EMERGENCY.**

WHEREAS, the Council of the City of North Ridgeville, Ohio, deems it appropriate to transfer funds with the appropriate approval where necessary; and

WHEREAS, Avon Belden Road Roundabout project was funded by OPWC grant proceeds and donations; and

WHEREAS, the Avon Belden Road Roundabout project is completed and all obligations have been paid in full; and

WHEREAS, the Avon Belden Road Roundabout fund balance may be transferred to the General Fund pursuant to Section 5705.15 of the Ohio Revised Code; and

WHEREAS, City Council deems it appropriate to transfer the remaining fund balance in the Avon Belden Road Roundabout fund to the General Fund.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, OHIO:

SECTION 1. The City Auditor is authorized to transfer funds not to exceed the following amounts:

<i>Avon Belden Rd Roundabout (432)</i>	<i>General Fund (101)</i>	<i>5,446</i>
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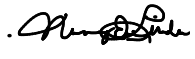
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to provide the Auditor’s office with the necessary resources. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST : 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021



MAYOR

DATE:	<u>December 6, 2021</u>	1 ST READING:	<u>December 6, 2021</u>
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REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 151-2021</u>	ADOPTED:	<u>December 6, 2021</u>
		EMERGENCY:	<u>December 6, 2021</u>

RESOLUTION NO. 1545-2021

**A RESOLUTION AUTHORIZING AND APPROVING
THE TRANSFER OF FUNDS AND DECLARING AN EMERGENCY.**

WHEREAS, the Council of the City of North Ridgeville, Ohio, adopted Resolution 1478-2020 on February 18, 2020, authorizing the transfer of funds from the General Fund to the Ranger Way Extension Fund in the amount of \$800,000; and

WHEREAS, the Ranger Way Extension Project is completed and all associated obligations have been paid; and

WHEREAS, City Council deems it appropriate to transfer the remaining fund balance in the Ranger Way Extension Fund to the General Fund as stated in Resolution 1478-2020 Section 2.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, OHIO:

SECTION 1. The City Auditor is authorized to transfer funds not to exceed the following amounts:

Ranger Way Extension (439)	General Fund (101)	447,205
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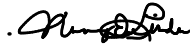
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to provide the Auditor’s office with the necessary resources and to close out the journal entry for the fiscal year. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST : 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021



MAYOR

DATE:	<u>December 6, 2021</u>	1 ST READING:	<u>December 6, 2021</u>
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REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 152-2021</u>	ADOPTED:	<u>December 6, 2021</u>
		EMERGENCY:	<u>December 6, 2021</u>

RESOLUTION NO. 1546-2021

A RESOLUTION AUTHORIZING AND APPROVING THE REPAYMENT OF FUND ADVANCES AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of North Ridgeville, Ohio, deems it appropriate to advance funds with the appropriate approval where necessary; and

WHEREAS, Council adopted Resolution 1533-2021 authorizing the advancement of funds from the General Fund to the State Grant fund for participation in the Lorain County Recycle Grant; and

WHEREAS, the City has received the grant reimbursement for expenditures as part of the Lorain County Recycle Grant program; and

WHEREAS, City Council deems it appropriate to re-pay the advance made from the General Fund.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, OHIO:

SECTION 1. The City Auditor is authorized to advance funds not to exceed the following amounts:

<u>From</u>	<u>To</u>	<u>Amount</u>
<u>Advances</u>		
State Grant (267)	General Fund (101)	59,000

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

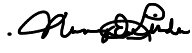
SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to allow the Auditor’s office the necessary resources. Wherefore, this

Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST: 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021



MAYOR

DATE:	<u>December 6, 2021</u>	1 ST READING:	<u>December 6, 2021</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 153-2021</u>	ADOPTED:	<u>December 6, 2021</u>
		EMERGENCY:	<u>December 6, 2021</u>

RESOLUTION NO. 1547-2021

A RESOLUTION TO AUTHORIZE THE EXECUTION OF THEN AND NOW CERTIFICATES BY THE FISCAL OFFICER AND THE PAYMENT OF AMOUNTS DUE FOR VARIOUS PURCHASE ORDERS AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code Section 5705.41(D)(1), the City may not enter into any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the City’s Fiscal Officer that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, Ohio Revised Code Section 5705.41(D)(1) further provides that in such circumstances when no certificate is furnished as required and the expenditure is for \$3,000.00 or more, the City’s Council, as the City’s taxing authority, may authorize the drawing of a warrant in payment of amounts due upon such contract or order upon certification by the City’s Fiscal Officer that there was at the time of the execution of such certificate a sufficient sum appropriated for such purpose in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, the City’s Fiscal Officer certifies that the expenditure was and is properly appropriated and otherwise lawful; sufficient funds were and are available or in the process of collection to the credit of the proper fund, and the funds were and are free from any previous encumbrance; and

WHEREAS, the City is issuing Then and Now Certificates in connection with payments due and owing as shown in Exhibit A attached; and

WHEREAS, City Council deems it to be in the best interest of the health, safety and welfare of the City to approve the execution by the City Fiscal Officer of Then and Now Certificates, and to authorize the payment of amounts due under the contracts or orders requiring the expenditure of \$3,000.00 or more.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. City Council, pursuant to Ohio Revised Code Section 5705.41(D)(1), hereby approves the execution of the Then and Now Certificates by the Fiscal Officer and authorized payment due and owing as shown in Exhibit A attached and incorporated herein.

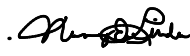
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to pay for the service that has been provided. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST : 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021



MAYOR

EXHIBIT ACity of North Ridgeville
Then and Now Certification Summary

	<u>Certification Date</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>Purpose</u>
Otis Elevator	11/19/2021	11/8/2021	5,496.72	Annual Service Contract for City Hall Elevator
Otis Elevator	11/10/2021	10/11/2021	4,997.88	Annual Service Contract for Police Department Elevator
Jack Doheny	11/15/2021	11/4/2021	8,830.03	Emergency Repair of Sewer Vac
F&E Payment Pros	11/29/2021	11/11/2021	3,175.00	License and Support for EZ-Scan Software

DATE: November 1, 2021
INTRODUCED BY: Mayor Corcoran
REFERRED TO: _____
TEMPORARY NO: T 131-2021

1st READING: November 1, 2021
2nd READING: November 15, 2021
3rd READING: December 6, 2021
ADOPTED: December 6, 2021
EMERGENCY: December 6, 2021

RESOLUTION NO. 1548-2021

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ENTER INTO A COOPERATIVE AGREEMENT WITH LORAIN COUNTY FOR THE REPLACEMENT OF CASE ROAD BRIDGE #0083 AND THE ADJACENT RETAINING WALL AND DECLARING AN EMERGENCY.

WHEREAS, the City of North Ridgeville and Lorain County is desirous of entering into a “Cooperative Agreement” for the replacement of Case Road Bridge #0083 and the adjacent retaining wall (the Project) running south along Case Road; and

WHEREAS, the total projected costs of the Project is \$516,107.06; and

WHEREAS, after the use of grant monies, the City of North Ridgeville’s portion of the Project will be \$56,630.00.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, OHIO:

SECTION 1. The Mayor of the City of North Ridgeville is hereby authorized to enter into a Cooperative Agreement with Lorain County, in a form substantially similar to the agreement attached hereto and marked as **Exhibit “A”**.

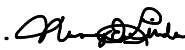
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to meet the time constraints. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST : 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021

A handwritten signature in black ink, consisting of a stylized, cursive letter 'E' followed by a horizontal line.

EXHIBIT A

**COOPERATION AGREEMENT
BY AND BETWEEN
LORAIN COUNTY
AND
CITY OF NORTH RIDGEVILLE**

This Agreement, by and between Lorain County, State of Ohio (hereinafter referred to as “County”) and the City of North Ridgeville, County of Lorain, State of Ohio (hereinafter referred to as “City”), is hereby entered into on this _____ day of _____, 2021.

WITNESSETH:

Whereas, Case Road Bridge #0083, located 0.83 miles north of Center Ridge Road in the City of North Ridgeville, and the adjacent retaining wall running south along Case Road are in need of replacement; and

Whereas, the County and the City are desirous of entering into a “Cooperation Agreement” for the replacement of Case Road Bridge #0083 and the adjacent retaining wall running south along Case Road (hereinafter referred to as the “Project”).

Now, therefore, in consideration of the foregoing the parties hereto do mutually agree as follows:

1. Lead Agency

The City acknowledges the County to be the Project sponsor as they currently have a signed LPA agreement with the Ohio Department of Transportation (ODOT), secured funding, and have prepared construction plans for the Project. The initial scope of the project was for the replacement of Case Road Bridge #0083 only. Upon beginning design for the bridge replacement, the County determined that only a portion of the retaining wall would have to be replaced to successfully replace the structure, which is the Counties responsibility. The remainder of the existing retaining wall is the responsibility of the City, and work has been included in the final construction plans for the replacement of the City’s portion. The final engineer’s estimate for the Project is \$516,107.06, which includes the portion of the retaining wall that is the City’s responsibility. The City’s portion is estimated to be \$56,630 and consists of 1,618 square feet of Item 504 – Sheet Piling Left in Place, As Per Plan.

2. Project Financing

- a. Ohio Bridge Partnership funds will fund the replacement of Case Rd Bridge #0083, as initially scoped, at 100% up to \$504,300.

- b. The City’s portion of the Project is not eligible for Ohio Bridge Partnership funds. The County, through the Lorain County Engineer’s Office, agrees to pay Contractor for the City’s portion of the Project, for which they will be reimbursed 100% by the City.
- c. The City will reimburse the Lorain County Engineer’s Office for 100% of the County’s incurred costs for Item 504 – Sheet Piling Left in Place, As Per Plan as required for the City portion of the wall (1,618 square feet). The Final Engineer’s Estimate estimates the work to be bid at \$35.00 per square foot, or \$56,630.

3. Project Authorization

- a. This Project is authorized by Lorain County Resolution Number_____.
- b. This Project is authorized by North Ridgeville City Resolution Number_____.

4. Term of Agreement

This Agreement shall commence at the latest date set forth below.

5. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the County and the City. This agreement and its rights and responsibilities shall not be assigned or transferred without the prior written consent of the County and the City.

6. Severability

If any section of this Agreement is found to be illegal, unconstitutional, improper or unenforceable, said section shall not affect the enforceability of the remainder of this Agreement.

7. Jurisdiction

This Agreement shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, **Lorain County and the City of North Ridgeville, by their duly authorized agents**, have executed this Agreement on the dates set forth next to their signatures.

Lorain County:

BY: _____ DATE: _____
Michelle Hung, Commissioner

BY: _____ DATE: _____
David J. Moore, Commissioner

BY: _____ DATE: _____
Matt Lundy, Commissioner

City of North Ridgeville:

BY: _____ DATE: _____
Kevin Corcoran, Mayor

Approved as to form:

BY: _____ DATE: _____
Dan Petticord
Assistant County Prosecutor

BY: _____ DATE: _____
City of North Ridgeville Law Department

DATE:	<u>December 6, 2021</u>	1 ST READING:	<u>December 6, 2021</u>
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REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 145-2021</u>	ADOPTED:	<u>December 6, 2021</u>
		EMERGENCY:	<u>December 6, 2021</u>

ORDINANCE NO. 5882-2021

AN ORDINANCE AMENDING ORDINANCE 5797-2021 WHICH AUTHORIZED THE MAYOR TO ENTER INTO A CONTRACT WITH A CONSULTING ENGINEERING FIRM FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE MILLS ROAD BRIDGE OVER FRENCH CREEK (LOR-MILLS ROAD) REPLACEMENT PROJECT, BY INCREASING THE NOT TO EXCEED AMOUNT TO \$130,000.00 AND DECLARING AN EMERGENCY.

WHEREAS, the bridge on Mills Road over French Creek was built in 1928, and previous inspections and analyses indicated that the deck slab is in serious condition and the foundations are not designed to carry current highway loads; and

WHEREAS, the City of North Ridgeville entered into a contract with a consulting engineering firm for construction administration and inspection services for the Mills Road Bridge Replacement Project; and

WHEREAS, the City of North Ridgeville had estimated that professional services from a consulting engineering firm to provide construction administration and inspection services during the construction phase of this project would be in the amount of \$100,000.00; and

WHEREAS, the City of North Ridgeville desires to increase the not to exceed amount of Ordinance 5797-2021 to \$130,000.00, as the length of time that the consultant will be on-site has been increased due to several factors, including material availability and delay time for materials to be received due to current market conditions.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. Ordinance 5797-2021 is hereby amended by increasing the not to exceed amount from \$100,000.00 to \$130,000.00.

SECTION 2. The cost for said professional services shall be paid from the appropriate fund.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of

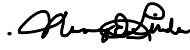
this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being in order for the project to be completed and avoid any potential delays. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST: 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021



MAYOR

DATE:	<u>December 6, 2021</u>	1 ST READING:	<u>December 6, 2021</u>
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REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 146-2021</u>	ADOPTED:	<u>December 6, 2021</u>
		EMERGENCY:	<u>December 6, 2021</u>

ORDINANCE NO. 5883-2021

PID NO. 112897

**PROJECT NAME: DISTRICT 12/DISTRICT
3 NOACA EV CHARGING STATIONS**

**AN ORDINANCE AUTHORIZING THE MAYOR TO
ENTER INTO AN ELECTRIC VEHICLE CHARGING
STATION PROGRAM PARTNER AGREEMENT WITH
THE NORTHEAST OHIO AREA WIDE COORDINATING
AGENCY (NOACA) AND DECLARING AN EMERGENCY.**

WHEREAS, NOACA has been allocated federal funds and is contributing a local portion of funds for a project involving the planning, distribution, and installation of DCFC and/or Level 2 Dual Port Electric Vehicle Charging Stations at multiple locations throughout Cuyahoga, Geauga, Lake, Lorain and Medina counties, which has received Federal Highway Administration (“FHWA”) approval and authorization; and

WHEREAS, a copy of the Electric Vehicle Charging Station Program Partner Agreement with NOACA is attached hereto and contains the terms of the Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into an Electric Vehicle Charging Station Program Partner Agreement with NOACA in substantially the same form as attached hereto and marked Exhibit A, and as approved by the Law Director.

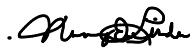
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to meet the deadline of NOACA. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST: 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021



MAYOR

Exhibit A

Electric Vehicle Charging Station Program Partner Agreement

THIS AGREEMENT is made effective and entered into as of the date last signed by the parties by and between the **CITY OF NORTH RIDGEVILLE, OHIO**, hereinafter referred to as the **Partner**, 7307 Avon Belden Road, North Ridgeville, Ohio 44039; and the Northeast Ohio Areawide Coordinating Agency, herein referred to as **NOACA**, 1299 Superior Avenue, Cleveland, Ohio, 44114.

1. **PURPOSE**

- 1.1 Chapter 23, Section 133 of the United States Code provides states with Federal funds to conduct the Congestion Mitigation and Air Quality (CMAQ) program and the funds apportioned to Ohio under 23 U.S.C. 149 are administered by the Ohio Department of Transportation (“ODOT”).
- 1.2 NOACA has been allocated federal funds and is contributing a portion of local funds for a project involving the planning, distribution and installation of DCFC and/or Level 2 Dual Port Electric Vehicle Charging Stations at multiple locations throughout Cuyahoga, Geauga, Lake, Lorain and Medina counties (hereinafter the “Project”), which has received Federal Highway Administration (“FHWA”) approval and authorization. The Project is identified as PID 112897, and named District 12/District 3 NOACA EV Charging Stations.
- 1.3 The Partner is authorized to enter into a contract with NOACA to administer the design, qualification of bidders, competitive bid letting, use of the improvement on local agency property, construction inspection, research, and acceptance of any projects or transportation facilities, provided the administration of such projects or transportation facilities is performed in accordance with all applicable local, state and federal laws and regulations with oversight by ODOT, specifically including Section 5501.03 of the Ohio Revised Code as to the Ohio Department of Transportation.
- 1.4 The City of North Ridgeville owns the property known as and located at 7307 Avon Belden Road, North Ridgeville, Ohio 44039; and agrees to allow use of a portion of that property as a site for installation, operation and maintenance of electric vehicle charging stations under the Project.
- 1.5 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the Project and to establish the responsibilities for NOACA and the Partner in administration, construction, operation and maintenance of the Project.

2. FUNDING

2.1 NOACA shall use the above-mentioned federal funding and the local share that NOACA is providing to pay for all eligible items at a rate of 100% participation to implement the Project as scoped, including all expenses associated with preliminary engineering, design, planning, construction and construction administration activities.

2.2 Unless otherwise agreed to in writing between the parties, Partner shall not be responsible for any costs of the development and construction of the Project, including costs related to preliminary engineering, environmental engineering, design and plans, construction contractor costs for purchase and installation of EV charging station equipment and software, site preparation, marking of parking spaces, extension of electric supply lines and connection to the charging stations.

3. NOTICE

3.1 Notice under this Agreement shall be directed as follows:

NOACA and the Partner shall designate a point of contact for all communications associated with performance of the Project. The point of contact shall be responsive to all communications in the performance of the Project. As of the Effective Date of this Agreement, the parties designate the following contacts:

<u>NOACA:</u>	<u>PARTNER:</u>
Randy Lane	Mayor Kevin Corcoran
NOACA	City of North Ridgeville
1299 Superior Avenue	7307 Avon Belden Road
Cleveland, OH 44114	North Ridgeville, OH 44039
rlane@mpo.noaca.org	kcorcoran@nridgeville.org
(216) 241-2414, ext. 300	(440) 353-0810

4. TERM

The Term of this Agreement shall begin on the above-stated effective date and, unless otherwise terminated as provided in this Agreement, shall last for a period of five (5) years, which period shall coincide with the duration of the Project funding period with FHWA.

5. EXPIRATION AND TERMINATION PROVISIONS

5.1 This Agreement and obligation of the parties herein may be terminated by either party with thirty (30) days advance written notice to the other party. In the event of termination during construction, NOACA shall order a cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs at the site, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as NOACA and/or ODOT may require.

6. OBLIGATIONS/RESPONSIBILITIES OF NOACA

6.1 NOACA will service as the Local Public Agency (“LPA”) for the project, assuming all responsibilities to FHWA and ODOT in adherence to all requirements contained with the Locally Administered Transportation Projects Manual of Procedures. NOACA will engage the services of any consultants and contractors necessary to perform the Project provided under this Agreement.

6.2 NOACA will, in coordination with the Partner, assess potential sites to determine the level of scope, costs, and schedule for charger installation at the identified site.

6.3 NOACA will be responsible for:

- a. Development of detailed project scope and location identification as well as an engineer’s estimate identifying all costs necessary for implementation of the Project.
- b. Development of the Plans, Specifications and Estimate (PS&E) package in accordance with ODOT Project Development Process (PDP) requirements, including:
 - Environmental (NEPA) Documentation
 - Right of Way Certification to ODOT
 - Design Plans (Consultant, proposed Design-Build)
 - Construction Specifications (Design-Build Scope)
 - Bidding Documents
- c. Procurement and contract award for charging station equipment, electrical upgrades, and all labor necessary for proper installation
- d. Directly or through a consultant perform construction inspection
- e. Directly or through its Project contractor, obtain any applicable zoning and building permits, certificate of occupancy or other license, permit, and approval. To the extent

- necessary to obtain such permit, license, or approval, Partner will cooperate with NOACA or its contractor in obtaining such permit, license, or approval as may be necessary.
- 6.4 NOACA shall provide copies of its plans, drawings, specifications for the construction and installation of the EV charging stations at Partner's site for review and acceptance,
- 6.5 NOACA shall require of its construction contractor that it indemnify and hold harmless the State of Ohio and ODOT and that such contractor maintain those levels of liability, motor vehicle and Worker's Compensation insurance coverage that are provided in Section 107.12, of ODOT's Construction & Materials Specifications (Jan. 2019, as amended).
- 6.6 Typical construction items for which NOACA is responsible depending on site conditions, include:
- New charging station units and associated equipment.
 - Conduit, signage at the parking spot, bollards, cable/wiring, and electrical service box disconnects.
 - Concrete or asphalt addition or replacement.
 - Paint stripping and stenciling of the charging station parking spaces.
 - Charging station installation labor (electrical, trenching, etc.)
 - Annual network fees for up to 5 years included in the original purchase price
 - Warranty and annual maintenance contract costs for the charging equipment (at least 5 years warranty required) included in the original purchase price
 - Construction inspection
- 6.7 NOACA shall require that its contractor or vendor cooperate with the Partner in setting up multiple pay options which users may employ to pay for any fee that may be charged for use of the EV charging stations under Section 12.
- 6.8 NOACA or its contractor or vendor will be responsible for registering the location, hours of availability, and other details about the EV charging stations in any mapping or other relevant EV charging station database.
- 6.9 NOACA will ensure compliance with all federal requirements associated with project implementation, including environmental review, coordination of right of way or rights to locate on specific properties, design, contracting, and reporting.

6.10 NOACA will include provisions in its Project or construction contract requiring that routine troubleshooting of the EV charging equipment and network upgrades are included under that contract for the five (5) year useful life of the charging units.

7. OBLIGATIONS/RESPONSIBILITIES OF PARTNER

7.1 As provided in Section 8, the Partner will provide access to a specific location on its property for the construction, maintenance, and use of the EV charging stations for the duration of the project, which coincides with the life expectancy of the charging stations of five (5) years.

7.2 Partner will coordinate with NOACA in:

- a. The assessment of potential sites to determine level of scope, costs, and schedule for charger installation at each identified site:
- b. The development of detailed project scope and location identification.
- c. The development of an engineer's estimate identifying all costs necessary for implementation.
- d. The certification of availability of necessary property to comply with FHWA regulations for federally funded projects.

7.3 Partner will within this Agreement grant NOACA a right of entry onto its property to perform inspections or surveys in the planning of construction and for the full construction/installation of the EV charging station equipment at Partner's site. In the event that any additional or supplemental instrument or conveyance is needed to allow such construction as well as troubleshooting and installation of network updates, during the term of this Agreement, Partner will cooperate to provide such instrument.

7.4 Partner will allow for the installation of any additional electrical service facilities across its property which may be necessary to provide a power source to the EV charging stations.

7.5 Partner will maintain public access to the EV charging stations site for no less than twelve (12) hours per day for the useful life of the equipment of five (5) years.

8. RIGHT OF ENTRY AND LICENSE

- 8.1 The Partner hereby grants a temporary license and permission for a Right of Entry to NOACA, its consultants, contractors and subcontractors, and utility providers (“Agents”) for entry onto the work area located at 7307 Avon Belden Road, North Ridgeville, Ohio 44039, for the purpose of making surveys and tests and constructing the Project, including installation of electric vehicle supply equipment (“EVSE”), necessary site and utility improvements to operate the EVSE.
- 8.2 This Temporary Right of Entry and License shall commence on the effective date of this Agreement and shall continue until the date of final construction completion and mutual acceptance (the “Term”), unless extended in writing pursuant to the mutual agreement of the parties hereto, at which time NOACA and its Agents shall vacate the property.
- 8.3 Use of the Work Area and the installation of the Project shall be in compliance with the requirements of all applicable Federal, State and local laws, ordinances, rules and regulations.
- 8.4 NOACA and its Agents shall coordinate all Improvements onsite with the designated Partner contact for the Work Area by telephone or by email.
- 8.5 NOACA and its Agents shall notify the Partner contact at least 72 hours prior to entry onto the Work Area, and immediately if any unusual conditions are encountered. NOACA or its Agents, shall provide the following information to the Partner contact at the time of notification:
- (i) Access routes to and from the Work Area;
 - (ii) Type, size and number of vehicles and crews to be used to perform the work; and
 - (iii) Copies of all plans, drawings, permits, etc., including, but not limited to permits related to sediment and erosion control and storm-water management.
- 8.6 Any and all proposed trimming of trees, cutting of timber and/or clearing of the Work Area by NOACA and its Agents, will be reviewed, approved and inspected by the Partner before any work is begun, to ensure that all such proposed work is permitted and within the Work Area.
- 8.7 NOACA and its Agents shall take any and all precautionary measures to protect any sensitive and threatened or endangered species and habitats.

8.8 In the event that historical, cultural or archeological resources are uncovered during the course of construction, work shall be halted immediately and NOACA shall contact State and Federal oversight agencies for guidance.

9. OWNERSHIP OF PROJECT EQUIPMENT

9.1 Upon completion of installation and construction EV charging station at the Partner's site and confirmation that the equipment is fully operational, the Partner will be considered to be the owner of the charging stations and thereafter responsible for providing maintenance as covered in Section 10, including maintenance of an electric power supply.

9.2 Partner shall be required to maintain the charging stations at its site for a period of five (5) years. Upon the expiration of that five-year period, coinciding with the expiration of this Agreement, Partner may choose to retain the equipment in place and to operate it; or choose to have the equipment removed and discontinue making the charging stations available to the public.

9.3 In the event that Partner determines to retain and operate the equipment following the expiration of the five-year period, the Partner will be responsible for maintaining an agreement with a vendor for management of, receipt and disbursement of fees charges under Section 12.

10. PROJECT MAINTENANCE

10.1 23 United States Code, Section 116 requires a formal agreement with the appropriate officials of jurisdiction in which the project is located to provide for the maintenance of the PROJECT for the useful life of five (5) years, beginning from the date the facility is open to the public. The Partner shall be responsible for the maintenance of the PROJECT under this agreement. This includes the maintenance of electrical vehicle supply equipment and associated site improvements to allow for continued operation and functionality. The Partner shall also maintain public access to the site for 12 hours or more per day for the full useful life.

10.2 Maintenance under this Section shall include maintaining an electric power supply to the charging equipment and paying the costs of such electric service.

10.3 The Project will be included for review under NOACA's annual Project Maintenance Monitoring Policy. If selected for maintenance review, NOACA will coordinate with the Partner to perform a site maintenance review in accordance with the policy, which may

result in corrective plans and action to ensure the facility continues to be functional and accessible for public utilization.

11. DATA SHARING AND REPORTING

11.1 The Partner will provide, or arrange to be provided through the Electric Vehicle

Supply Equipment (EVSE) provider, usage data reports on a semi-annual basis for the five-year useful life (10 total reports). For each EVSE unit installed under this agreement, the following information, in summary form, will be required:

1. Location: Site name, EVSE ID number, address, city, zip, county
2. Operational uptime (percentage)
3. Number of charge events
4. Number of unique vehicles
5. Average charge time per event (minutes)
6. Average kW per charge event
7. Total kW consumed

12. FEE STRUCTURE

12.1 The Partner shall have the right to set and collect user or convenience fees to offset costs associated with electricity supply to and maintenance of EVSE. The Partner shall not monetarily profit or direct fees collected for any other purpose.

12.2 Payment of the fee shall be available through several optional forms: web/mobile application, pay card, subscription and credit card at point of sale.

12.3 Management of the fee payment system will be handled by NOACA's Project contractor or vendor, who shall collect the fees and disburse revenue. Details of the collection, management and disbursement of fees will be set out in a separate written Agreement to be entered after NOACA has awarded the Project construction contract.

12.4 The Partner may apply the revenue resources to reimbursement costs of electricity supply and costs of maintenance or repair of the charging units during the term of this Agreement.

12.5 Following the term of this Agreement, in the event that Partner chooses to retain the electric vehicle charging equipment in place and operate and manage that equipment, Partner will be required to enter into a new, separate agreement for a party to manage collection of fees and disbursement of revenue.

13 INDEMNIFICATION

- 13.1 NOACA, to the extent allowable under law in the State of Ohio, and its Project contractor shall indemnify and save harmless the Partner against and from all expenses, liabilities, obligations, damages, penalties, claims, accidents, costs and expenses, including reasonable attorneys' fees paid, suffered or incurred for death or damage or injury to persons or property in whole arising out of the carelessness, negligence, or improper conduct of NOACA or its contractor or subcontractors, its agents, servants, employees or licensees resulting from its performance of its obligations under this Agreement or its use and occupancy of the Premises. Partner's liability shall be determined in accordance with Ohio Revised Code Chapter 2744. Notwithstanding anything to the contrary in this Agreement, no party shall be required to indemnify another party from or against such other party's intentional acts or omissions or negligence.
- 13.2 This provision may be met by maintaining liability insurance policies as outlined in Section 107.12 of the ODOT CMS and providing to Partner copies of certificates of insurance coverage.

14. GENERAL

- 14.1 Neither this contract, nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.
- 14.2 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 14.3 Performance by the Partner as a political subdivision of the State of Ohio and in the event that the Agreement requires the payment of money, the Agreement is subject to Section 5705.41 requiring the certification of availability of funds by the Fiscal Officer of the political subdivision.
- 14.4 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 14.5. NOACA agrees for itself and its project contractors that it is in compliance with the requirements of R.C. § 125.111.

- 14.6 NOACA certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. NOACA understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 14.7. NOACA affirms that it is compliant with R.C. § 3517.13.
- 14.8 NOACA affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. NOACA has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
- 14.9 Pursuant to R.C. § 9.76 (B), NOACA warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 14.10 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Signatures delivered electronically (by facsimile or electronic mail) shall be deemed originals for all intents and purposes. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 14.11 While this Agreement is captioned as Partner Agreement, neither that title nor any provision of this Agreement creates any agency, partnership, employer/employee, joint venture or other relationship between the Partner and NOACA.
- 14.12 If any term, covenant or condition of this Agreement or the application thereof to any party, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

NORTHEAST OHIO AREAWIDE COORDINATING AGENCY	NORTHEAST OHIO AREAWIDE COORDINATING AGENCY
By:	By:
Legal Counsel	Executive Director
Date:	Date:
PARTNER: CITY OF NORTH RIDGEVILLE	PARTNER: CITY OF NORTH RIDGEVILLE
By:	By:
Legal Counsel	MAYOR KEVIN CORCORAN
Date:	Date:

DATE: December 6, 2021
 INTRODUCED BY: Mayor Corcoran
 REFERRED TO: _____
 TEMPORARY NO: T 154-2021

1st READING: December 6, 2021
 2nd READING: Dispensed
 3rd READING: Dispensed
 ADOPTED: December 6, 2021
 EMERGENCY: December 6, 2021

ORDINANCE NO. 5884-2021

**AN ORDINANCE AMENDING ORDINANCE NUMBER 5784-2020
 OF THE CITY OF NORTH RIDGEVILLE, OHIO, PROVIDING
 APPROPRIATIONS FOR THE PERIOD COMMENCING
 JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021, AND
 DECLARING AN EMERGENCY.**

WHEREAS, it is necessary to amend the appropriations for certain funds and appropriate other amounts for the operations of the City of North Ridgeville, Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO:

SECTION 1. That to provide for current and other expenditures for the City of North Ridgeville, Ohio for the period commencing January 1, 2021, and ending December 31, 2021, Ordinance No. 5784-2020 be and the same is hereby supplemented in the following amounts so that from and after the effective date of the Ordinance, the appropriation Ordinance shall include the following, being adjusted for the similar terms in the preceding appropriation Ordinance.

SECTION 2. That there be appropriated from the respective funds listed below, the amounts as follows:

Fund Number	Fund	Personal Services	Other	Transfers and Advances	Total
101	General Fund				
	General Government	140,000		1,501,300	1,641,300
	Total General Fund	140,000	-	1,501,300	1,641,300
	Special Revenue Funds				
225	Street Levy		30,000		30,000
235	Surface Drainage			1,300	1,300
246	Police Pension		180,000		180,000
261	Fire Pension		120,000		120,000
267	State Grant			59,000	59,000
	Total Special Revenue Funds	-	330,000	60,300	390,300
	Capital Project Funds				
410	Capital Projects		59,000		59,000
430	Central Fire Station Constr			323,700	323,700
432	Avon Belden Rd Roundabout			5,500	5,500
437	Fire Truck & Equipment			88,600	88,600
439	Ranger Way Extension			447,300	447,300
	Total Capital Project Funds	-	59,000	865,100	924,100
	Enterprise Funds				
624	Water G.O. Bond Retirement		110,000		110,000
	Total Enterprise Funds	-	110,000	-	110,000
	Agency Funds				
825	Board of Building Standards		13,000		13,000
	Total Internal Service Funds	-	13,000	-	13,000
	Total All Funds	140,000	512,000	2,426,700	3,078,700

SECTION 3. That the Auditor of the City of North Ridgeville is hereby authorized to draw warrants on the Treasury of the City of North Ridgeville for payments on any of the foregoing appropriations, upon receiving proper certification and vouchers therefore, approved by officers authorized by law to approve the same or by an ordinance or resolution of Council to make the expenditure and provide that no warrants may be drawn or paid for salaries or wages, except to persons employed by authority of or in accordance with law or Ordinance.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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 accordance with all legal requirements.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to allow the Auditor's office the necessary resources. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 6, 2021



PRESIDENT OF COUNCIL

ATTEST : 

CLERK OF COUNCIL

APPROVED: Dec 9, 2021



MAYOR