

DATE:	<u>December 5, 2022</u>	1 <sup>ST</sup> READING:	<u>December 5, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 169-2022</u>	ADOPTED:	<u>December 5, 2022</u>
		EMERGENCY:	<u>December 5, 2022</u>
		EFFECTIVE:	<u>December 5, 2022</u>

**RESOLUTION NO. 1580-2022**

**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.

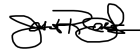
**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:**

**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 the vendor timely. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 5, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Dec 10, 2022



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Kevin Corcoran  
MAYOR

**EXHIBIT A**

City of North Ridgeville  
Then and Now Certification Summary

	<u>Certification Date</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>Purpose</u>
Dunlop & Johnston, Inc	11/3/2022	10/26/2022	69,300.00	Bond fees for new police station

DATE:	<u>November 7, 2022</u>	1 <sup>ST</sup> READING:	<u>November 7, 2022</u>
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REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>December 5, 2022</u>
TEMPORARY NO:	<u>T 159-2022</u>	ADOPTED:	<u>December 5, 2022</u>
		EFFECTIVE:	<u>January 4, 2023</u>

Introduced on the floor 11/7/2022

**RESOLUTION NO. 1581-2022**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ACCEPT GRANT MONIES FROM THE OHIO FACILITIES CONSTRUCTION COMMISSION, AND MAKE DISBURSEMENTS TO THE NORTH RIDGEVILLE VETERANS MEMORIAL GROUP FOR THE ARMED SERVICES VETERANS MEMORIAL LOCATED IN SOUTH CENTRAL PARK.**

**WHEREAS**, the Ohio Facilities Construction Commission provides financial assistance to political subdivisions for capital improvements to public infrastructure; and

**WHEREAS**, the City of North Ridgeville Veterans Memorial Group is a non-profit 501(C)(3) corporation and has been working with the North Ridgeville Historic Society and the North Ridgeville VFW Post to construct an Armed Services Veteran’s Memorial; and

**WHEREAS**, as part of the project, the City of North Ridgeville Veterans Memorial Group applied for and obtained a grant from the Ohio Facilities Construction Commission for One Hundred Thousand Dollars (\$100,000.00) to assist with the project; and

**WHEREAS**, since the Armed Services Veterans Memorial will be located on City property at the corner of SR 83 and Bainbridge Road (South Central Park), the grant money must be paid to the City of North Ridgeville and disbursed accordingly to the North Ridgeville Veterans Memorial Group for its stated purpose.

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

**SECTION 1:** The Mayor of the City of North Ridgeville is hereby authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

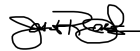
**SECTION 2:** The Mayor of the City of North Ridgeville is hereby authorized to accept grant monies from the Ohio Facilities Construction Commission for the Armed Services Veterans Memorial as described above and disburse them to the North Ridgeville Veterans Memorial Group for its stated purpose. A copy of the Community Grant Submittal Form is attached hereto as Exhibit A.

**SECTION 3:** The funds obtained from the grant shall be applied to the appropriate fund.

**SECTION 4:** 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 5:** This Resolution shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: December 5, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Dec 10, 2022



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Kevin Corcoran  
MAYOR

Exhibit A



## COMMUNITY GRANT SUBMITTAL FORM

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### Identification

Organization Name:

North Ridgeville Veterans Memorial

Organization Type:

Non-profit

EIN:

86-2906096

Organization Contact Information:

General Information:	Person Authorized to Sign Legal Agreements:
Name: Jim Maleski Title: Treasurer Mailing Address: 6088 West Breezeway Drive North Ridgeville, Ohio 44039 E-mail: Jmaleski78@gmail.com Phone: (216) 570-3845	Name: Jim Maleski Title: Treasurer Mailing Address: 6088 West Breezeway Drive North Ridgeville, Ohio 44039 E-mail: Jmaleski78@gmail.com Phone: (216) 570-3845

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### Scope

Project Location:

Street Address:  
7565 Avon Belden Road  
City: North Ridgeville  
Zip Code: 44039  
County: Lorain

Describe the scope of the entire project:

The North Ridgeville Veterans Memorial group will build an Armed Services Veterans Memorial to serve as a functional community gathering place to thank, honor, and celebrate the lives of all who served America by creating a place of respect, of pride, of hope, and a demonstration of patriotism. State dollars will be used to assist in the construction cost of the monument. The project will be completed using local companies organized by a team lead to successfully build the monument within a given time period that will create a minimal disruption to the parks system in the city of North Ridgeville. The community will benefit from this place of honor with a key component being that of the education piece so that each person who walks through the memorial will learn about the city of North Ridgeville's influence on each American conflict.

Describe how the project supports culture:

The Veterans Memorial in North Ridgeville will help to preserve our state's and city's culture heritage and to provide a place of honor for those who have served in the Armed Forces. Program funding will also improve outdoor recreation and outdoor recreation access to people of all physical abilities. Our organization has existed as a 501c3 nonprofit since June of 2021. We currently have six board members who meet monthly. We are working in conjunction with the North Ridgeville Historic Society and the North Ridgeville VFW Post to ensure we honor all and in a respectful manner. We have secured donations from over six local companies, sold close to 100 bricks that are to be used at the memorial site that depicts the name and armed forces of the honored. Our goal from the start was to create a monument that would be suitable to honor those who served and gave the ultimate sacrifice. We also have stayed true to making this project a local, city wide initiative that all community members can be part of and proud of.

Is the facility listed on the National Register of Historic Places?	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>If so, please contact <a href="#">Jessica DeLong</a> for a copy of the Ohio Historic Preservation Office checklist, which will need to be completed and sent to <a href="#">Diana Welling</a> in the Resources Protection Review Department. The checklist can also be found here: <a href="https://ofcc.ohio.gov/Portals/0/OHPO_Checklist.pdf">https://ofcc.ohio.gov/Portals/0/OHPO_Checklist.pdf</a></i>		

I acknowledge that the project will be completed, open and operable to the public, and supporting culture at the end of this phase, according to Ohio Revised Code 123.281 (B) (5).	YES
	<input checked="" type="checkbox"/>

I acknowledge that I will provide high-resolution digital photographs (in .png or .jpeg formats) that are representative of the facility/project to the Commission upon completion.	YES
	<input checked="" type="checkbox"/>

### Financial Considerations

Appropriation Project Name:

Appropriation Amount:

North Ridgeville Veterans Memorial

\$100,000.00

Total Project Budget (please attach an estimate prepared by a construction or design professional; this must be on the letterhead of the professional):

[Click here to enter text.](#)

Prevailing Wage

I understand that Chapter 4115 of the Ohio Revised Code (prevailing wage law) applies to this project	YES
<i>(Please ask construction professional to note prevailing wage on the estimate if applicable)</i>	x <input type="checkbox"/>

Full Funding:

Is the total project budget fully funded? <i>(please attach documentation to this submission)</i>	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Match:

Does the organization have local contributions amounting to not less than 50 percent of the total state funding for the project? <i>(please attach documentation to this submission)</i>	YES	NO
	x <input type="checkbox"/>	<input type="checkbox"/>

### Real Estate/Construction

Project Schedule:



Commencement date	1/1/2023
Completion date	5/1/2024

*Please attach a projected drawdown schedule for your state funding*

Ownership:

Does the organization own or lease the facility?	OWN	LEASE
	<input type="checkbox"/>	<input type="checkbox"/>
<i>If facility is leased, please attach a copy of the lease, the term of which must be at least 10 years past the completion date of the project. Please also attach the legal property description.</i>		

## Risk Management

Insurance Requirements:

Does the organization carry <b>property and liability</b> insurance for at least the amount of the appropriation?	YES	NO
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>If so, please attach your insurance documentation to this submission, with the Ohio Facilities Construction Commission listed as a certificate holder. Property insurance must be at least the amount of the grant.</i>		

## Other Information (optional)

Relevant information not included elsewhere in this submittal:

The North Ridgeville Veterans Memorial group will construct a memorial to honor those who served in the United States Armed Forces, along with a fountain to remember the fallen. The memorial will be connected to the City parks system. The memorial itself will begin with a path that opens up to the six service flags circled around memorial bricks of veterans. As one continues down the path, they will encounter a soldier standing guard over a half circle path through the trees that will be centered around a fountain with the names of the fallen from North Ridgeville. The project will incorporate large sand stone blocks that will be along a path. Each sandstone block will describe the conflict along with how the residents of North Ridgeville took part in that conflict. We are working with the local Historical Society

to ensure accurate facts. The memorial will be a destination for students, residents, and citizens of the surrounding area to learn about how each conflict the United States fought in, was impacted by the residents of North Ridgeville. The City of North Ridgeville has a long history that dates back to the Revolutionary War. These stories are not very well known. North Ridgeville has lacked any type of remembrance to those who sacrificed for our freedoms. It is never too late to honor their sacrifice, but it is unacceptable to not have a memorial with such a rich history as our town has in defending our freedoms.

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**END OF SUBMITTAL FORM**

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		EFFECTIVE:	<u>December 5, 2022</u>

**ORDINANCE NO. 6020-2022**

**PID NO. 105742**

**PROJECT NAME: LOR US 0020 19.83**

**AN ORDINANCE AMENDING ORDINANCE 6001-2022 COOPERATING WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF CENTER RIDGE ROAD (U.S. 20) THROUGH THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, AND DECLARING AN EMERGENCY.**

**WHEREAS**, on the 7<sup>th</sup> day of September, 2021, the City of North Ridgeville enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of resurfacing Center Ridge Road (U.S. 20) between the western North Ridgeville corporation limit and approximately 700 feet east of Greenlawn Drive and between McKinley Avenue and the eastern North Ridgeville corporation limit, including pavement repairs, guardrail upgrades, pedestrian facility upgrades, and pavement markings, lying within the City of North Ridgeville; and

**WHEREAS**, the apparent low bid exceeds the engineer’s cost estimate; and

**WHEREAS**, additional funds in the amount of \$138,748.00 will be needed to cover the costs of the apparent low bid; and

**WHEREAS**, the Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above-described highway and has transmitted copies of the same to this legislative authority; and

**WHEREAS**, the City of North Ridgeville desires the Director of Transportation to proceed with the aforesaid highway improvement.

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

**SECTION I.** Ordinance 6001-2022 is hereby amended by increasing the not to exceed amount from \$707,072.00 to \$845,820.00.

**SECTION II.** The City of North Ridgeville hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

**SECTION III.** The City of North Ridgeville shall enter into a contract with the State, and that the Mayor be, and is hereby authorized to execute said contract, providing for the payment of the City of North Ridgeville the sum of money set forth herein above for improving the described project.

**SECTION IV.** The City of North Ridgeville shall transmit to the Director of Transportation a fully executed copy of this Ordinance.

**SECTION V.** 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 VI.** This Ordinance is hereby declared to be an emergency measure, the emergency being in order to secure a contract before the 2022 year-end. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 5, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Dec 10, 2022



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Kevin Corcoran  
MAYOR

DATE:	<u>December 5, 2022</u>	1 <sup>ST</sup> READING:	<u>December 5, 2022</u>
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		EMERGENCY:	<u>December 5, 2022</u>
		EFFECTIVE:	<u>December 5, 2022</u>

**ORDINANCE NO. 6021-2022**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 5889-2021 OF THE CITY OF NORTH RIDGEVILLE, OHIO, PROVIDING APPROPRIATIONS FOR THE PERIOD COMMENCING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022, 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, 2022, and ending December 31, 2022, Ordinance No. 5889-2021 be and the same are 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:

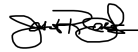
<u>Fund Number</u>	<u>Fund</u>	<u>Personal Services</u>	<u>Other</u>	<u>Transfers and Advances</u>	<u>Total</u>
	<b><u>General Fund</u></b>				
101	General Government	170,000	72,900	-	242,900
	Total General Fund	<u>170,000</u>	<u>72,900</u>	<u>-</u>	<u>242,900</u>
	<b><u>Special Revenue Funds</u></b>				
260	Fire Levy		75,000	-	75,000
263	Paramedic Levy	22,000	26,000	-	48,000
265	Ambulance	11,000	1,900	-	12,900
	Total Special Revenue Funds	<u>33,000</u>	<u>102,900</u>	<u>-</u>	<u>135,900</u>
	<b><u>Capital Project Funds</u></b>				
410	Capital Projects	-	137,000	-	137,000
	Total Capital Project Funds	<u>-</u>	<u>137,000</u>	<u>-</u>	<u>137,000</u>
	<b><u>Enterprise Funds</u></b>				
610	Water	2,000	-	-	2,000
	Total Enterprise Funds	<u>2,000</u>	<u>-</u>	<u>-</u>	<u>2,000</u>
	Total All Funds	<u><u>205,000</u></u>	<u><u>312,800</u></u>	<u><u>-</u></u>	<u><u>517,800</u></u>

**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 provide the Auditor's office with the necessary financial 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 5, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Dec 10, 2022



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Kevin Corcoran  
MAYOR

DATE:	<u>December 5, 2022</u>	1 <sup>ST</sup> READING:	<u>December 5, 2022</u>
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		EMERGENCY:	<u>December 5, 2022</u>
		EFFECTIVE:	<u>December 5, 2022</u>

**ORDINANCE NO. 6022-2022**

**AN ORDINANCE ESTABLISHING THE UNCLAIMED MONIES FUND,  
AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City issues payment which may go unclaimed as a result of relocation, separation, or lost/stolen check. The City performs due diligence in locating the party to whom payment is owed however under certain circumstances payment may remain unclaimed; and

**WHEREAS**, a fund shall be established to account for monies which remain unclaimed in excess of six months from the check issue date. At the expiration of one year from the check issue date, unclaimed monies shall revert to the general fund for unrestricted use.

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

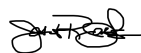
**SECTION 1.** There is hereby established the “*Unclaimed Monies Fund*” to account for monies which are unclaimed by the intended recipient after six months' time.

**SECTION 2.** The Fiscal Officer is authorized to transfer unclaimed monies after a period of one year from the issue date to the General Fund for unrestricted use.

**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 §121.22 of the Ohio Revised Code.

**SECTION 4.** This Ordinance is hereby declared to be an emergency measure, the emergency being in order to move unclaimed monies to the appropriate fund timely. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 5, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



---

Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Dec 10, 2022



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Kevin Corcoran  
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Introduced on the floor 12-5-2022

**ORDINANCE NO. 6023-2022**

**AN ORDINANCE AMENDING ORDINANCE NO. 5903-2022, WHICH APPROVED THE LEASE/PURCHASE OF A NEW 2022 JOHN DEERE 5055E UTILITY TRACTOR, AND DECLARING AN EMERGENCY.**

**WHEREAS**, City Council approved the lease/purchase of a new 2022 John Deere 5055E utility tractor on February 7, 2022; and

**WHEREAS**, Ordinance No. 5903-2022 needs to be amended by adding the wording “subject to annual appropriation.”

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

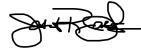
**SECTION 1.** Section 1 of Ordinance No. 5903-2022 shall read as follows: The Mayor is hereby authorized to enter into an agreement for a 5-year lease/purchase of a new 2022 John Deere 5055E utility tractor, including any auxiliary equipment, from the State Bid List or State Co-Op, or to advertise for bids according to law and in a manner prescribed by law and enter into a lease/purchase agreement with the lowest and best bidder, not to exceed \$61,503.99. The lease/purchase agreement shall be subject to annual appropriation.

**SECTION 2.** All other sections, terms and provisions of Ordinance No. 5903-2022 not specifically modified or affected by this amending Ordinance shall remain in full force and effect.

**SECTION 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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 to reflect the City’s appropriation process. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 5, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Dec 10, 2022



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Kevin Corcoran  
MAYOR

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		EFFECTIVE:	<u>January 4, 2023</u>

**ORDINANCE NO. 6024-2022**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CLIFFORD WINKEL FOR THE PURCHASE OF REAL PROPERTY IN THE AMOUNT OF \$83,000.00.**

**WHEREAS**, the City has approved funds for the purchase of a 0.48-acre parcel of real property located at 7119 Avon Belden Road; and

**WHEREAS**, the real property is being purchased for municipal purposes.

**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 a contract with Clifford Winkel for the purchase of a 0.48-acre parcel of real property located at 7119 Avon Belden Road in the amount of \$83,000.00; said parcel is identified in the Lorain County Records as Permanent Parcel No. 07-00-021-117-005.

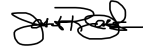
**SECTION 2.** This purchase shall be consummated in such manner and on such terms as the Director of Law may approve in substantially the same form as the Agreement attached hereto and marked as Exhibit 1.

**SECTION 3.** The purchase price, together with any costs and expenses incurred by the City in connection with this acquisition, including taxes, if any, shall be paid from the appropriate fund.

**SECTION 4.** 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 5.** This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: December 5, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Dec 10, 2022



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Kevin Corcoran  
MAYOR

**Exhibit 1****PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date by and between Clifford Winkel, 5640 Broad Blvd., North Ridgeville, Ohio 44039 ("Seller"), and the City of North Ridgeville, a municipality located in Lorain County, Ohio ("Purchaser"). Each of Purchaser and Seller is sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

**WITNESSETH:**

WHEREAS, Seller is the owner of Permanent Parcel Number 07-00-021-117-005 located at 7119 Avon Belden Road, in North Ridgeville, Lorain County, Ohio consisting of approximately 0.48 acres of improved property, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the same from Seller.

NOW, THEREFORE, in consideration of the covenants, agreements, and promises herein contained, and in consideration of the payment of the Earnest Money, the parties hereto do hereby covenant and agree as follows:

1. **Purchase and Sale.** Seller agrees to sell, transfer, assign and convey to Purchaser, and Purchaser agrees to purchase, accept and assume, subject to the terms and conditions stated herein, all of Seller's right, title and interest in and to the Property.

2. **Purchase Price.**

Purchase Price and Earnest Money. The "Purchase Price" of the Property shall be EIGHTY THREE THOUSAND AND NO/100 DOLLARS (\$83,000.00), to be paid to Seller at Closing, subject to adjustment as set forth herein. No later than three (3) Business Days following the Effective Date, Purchaser shall deposit with Network Land Title Agency, the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) via certified funds or wire transfer (the "Earnest Money"), which Earnest Money shall be credited to the Purchase Price at Closing or otherwise distributed pursuant to this Agreement and any escrow agreement required by Escrow Agent and reasonably satisfactory to Seller.

3. **Condition of Title.**

(a) Condition of Title. Title to the Property shall be conveyed by Seller to Purchaser by limited warranty deed (the "Deed"), subject only to real estate taxes and assessments, both general and special, which are a lien but not yet due and payable as of the Closing Date and to such additional exceptions noted in the Title Commitment, if any, that do not constitute "Unpermitted Encumbrances" within the meaning of *Section 3(b)*

(collectively, the “Permitted Encumbrances”); provided, however, that current real estate taxes and assessments that are a lien but not yet due and payable, and any matters that are the direct result of actions of Purchaser or its agents, representatives or assigns, or any matters approved in writing by Purchaser, shall be Permitted Encumbrances.

(b) Title Insurance Commitment and Survey. For a period of twenty (20) days after the Effective Date (the “Title Review Period”), Purchaser shall have the right, but not the obligation, to review the condition of title to the Property. Purchaser, at its sole cost and expense, may obtain a commitment (the “Title Commitment”) for an Owner’s Policy of Title Insurance to be issued for the Property by a title agent selected by Purchaser and satisfactory to Seller in its reasonable discretion. Purchaser also may obtain a survey of the Property (the “Survey”) at its sole cost and expense. In the event the Title Commitment discloses exceptions to title, other than standard or general exceptions, to which Purchaser objects, Purchaser shall so notify Seller and shall deliver to Seller legible copies of all documents cited, raised as exceptions or noted in the Title Commitment (collectively, the “Title Documents”). Purchaser shall have until the end of the Title Review Period to notify Seller in writing of any such exceptions that Purchaser finds objectionable (the “Unpermitted Encumbrances”). Upon receipt of a notice of Unpermitted Encumbrances with respect to the Property from Purchaser, Seller shall have twenty (20) days to have the Unpermitted Encumbrances corrected, removed from the Title Commitment, or, if Purchaser so agrees, to have the title insurer commit to insure against loss or damage occasioned thereby. If Seller fails to have said Unpermitted Encumbrances so removed or insured over (with Purchaser’s approval which shall not be unreasonably withheld or delayed) within the period allowed to Seller set forth above, then Purchaser, at Purchaser’s option, may, within five (5) days thereafter, elect any one (1) of the following: (i) terminate this Agreement, in which event neither Party shall have any further liability hereunder other than for those provisions which expressly survive the termination of this Agreement; (ii) consummate the transaction contemplated herein, and take title to the Property; or (iii) extend the time period allowed to Seller to have said exceptions removed or insured over as set forth above (and to extend the scheduled Closing Date, if necessary) for a period of thirty (30) days (in which case the elections set forth in clauses (i) and (ii) above shall apply at the expiration of such five (5) day period). If Purchaser does not elect clause (i), (ii), or (iii) above within the requisite five (5) day period, Purchaser shall be deemed to have elected clause (ii) above.

#### 4. Closing.

(a) Time and Place. The consummation of the transaction contemplated hereby (the “Closing”) shall be held during normal business hours on the date that is sixty (60) days after the Effective Date (the “Closing Date”) or on such earlier date agreed upon by the Parties, at a location mutually agreeable to the Parties. The Parties agree that the conveyance of the Property and the tendering of the Deed as described below shall be subject to Purchaser paying the balance of the Purchase Price due in cash or other immediately available funds at the Closing, subject to any credits and/or prorations under this Agreement.

(b) Closing Costs. Purchaser shall pay the Ohio real property conveyance fee and any applicable transfer and recording fees with respect to the Deed. Seller shall pay any recording fees required for remedy of the Unpermitted Encumbrances. Each party shall pay its own attorney's fees. Seller and Purchaser further agree that any closing costs not otherwise provided for herein shall be paid by the Purchaser.

(c) Closing Prorations. At Closing, all items customarily prorated (with the exception of ad valorem taxes and assessments) shall be prorated between Seller and Purchaser as of 12:01 a.m. on the date of Closing based upon the actual number of days in each month and year applicable to such calculation. Neither party shall be entitled to additional funds based upon re-prorations or adjustments after Closing. All ad valorem taxes and assessments for the year 2021 shall be paid by Seller.

5. **Closing Deliveries.**

(a) At Closing, Seller shall deliver or cause to be delivered the following:

(i) A limited warranty deed in substantially the same form as the deed attached hereto as Exhibit B and by reference made a part hereof (the "Deed");

(ii) an owner's affidavit in a form acceptable to Seller and Purchaser's Title Company, if Purchaser elects to obtain Title Insurance;

(iii) an affidavit or certificate in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), and any regulations promulgated thereunder, stating under penalty of perjury Seller's United States identification number and that Seller is not a "foreign person" as that term is defined in Section 1445;

(iv) a settlement statement;

(v) the amount, if any, due from Seller to Purchaser in respect of prorations, as provided in Section 4(c) hereof; and

(vi) such other items reasonably necessary for consummating the transaction contemplated hereby.

(b) At Closing, Purchaser shall deliver the following:

(i) the Purchase Price, as adjusted by prorations and costs as provided in this Agreement;

(ii) a settlement statement; and

(iii) such other items reasonably necessary for consummating the transaction contemplated hereby.

(c) All documents listed in *Section 5(a)* and *Section 5(b)* above must be duly and properly executed by the respective parties thereto. Unless otherwise agreed by the parties, Network Land Title Agency will draft the closing documents.

6. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser as follows:

(a) **Status.** Seller is an individual authorized to enter into this Agreement.

(b) **Authority.** The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been or will be duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller, subject to equitable principles and principles governing creditors' rights generally.

(c) **Non-Foreign Entity.** Seller is not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(d) **No Other Representations or Warranties.** Except as expressly set forth in this *Section 6*, Seller makes no representation or warranty, express or implied, in respect of any of the Property or the liabilities or operations of Seller, including, without limitation, with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed.

7. **Representations and Warranties of Purchaser.** Purchaser hereby represents and warrants to Seller as follows:

(a) **Authority.** The execution and delivery of this Agreement and the performance of Purchaser's obligations hereunder have been or will be duly authorized by all necessary action on the part of Purchaser and this Agreement constitutes the legal, valid and binding obligation of Purchaser, subject to equitable principles and principles governing creditors' rights generally.

(b) **Non-Contravention.** The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby will not (i) violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity or (ii) conflict with, result in a breach of, or constitute a default under the organic documents of Purchaser, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Purchaser is a party or by which it is bound.

(c) **Consents.** No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the



execution and delivery of this Agreement by Purchaser or the performance by Purchaser of the transactions contemplated hereby.

8. **Disclaimer of Warranties; Release.**

(a) Except as otherwise expressly set forth in this Agreement, Seller specifically disclaims any warranty (whether oral or written) concerning (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Purchaser may elect to conduct thereon, (ii) the compliance of the Property or their operation with any laws, rules, ordinances or regulations of any government or other body and (iii) any other matter whatsoever, in each such case, except as expressly set forth in this Agreement. Except as otherwise expressly set forth in this agreement, the sale of the Property pursuant to this agreement is made on a strictly "as is," "where is" basis as of the closing date, and seller makes no warranty or representation, whether express, implied or arising by operation of law, including, without limitation, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, including, without limitation, any soil conditions related to the Property.

(b) Purchaser specifically acknowledges that Purchaser is not relying on (and seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for the representations and warranties expressly set forth in this agreement. Purchaser, for itself and its successors and assigns, releases Seller from, and waives, any and all claims and liabilities against Seller for, related to or in connection with any environmental or physical condition at the Property (or the presence of any matter or substance relating to the environmental condition of the Property), including, without limitation, claims or liabilities relating to any hazardous, toxic or dangerous materials or substances located in, at, about or under the Property, or for any and all claims or causes of action (whether actual or threatened) based upon, in connection with or arising out of any laws related to environmental matters or liability with respect to or affecting the Property. Purchaser represents to Seller that Purchaser has conducted, or will conduct prior to closing, such investigations of the Property, including, without limitation, the environmental conditions thereof, as Purchaser deems necessary to satisfy itself as to the condition of the Property and the existence or non-existence of, or curative action to be taken with respect to, any hazardous or toxic substances on or discharged from the Property and will rely solely upon such investigations and not upon any information provided by or on behalf of Seller or its agents or representatives with respect thereto. Upon closing, Purchaser shall (i) assume the risk that adverse matters, including, without limitation, adverse environmental conditions, may not have been revealed by Purchaser's investigations and (ii) be deemed to have waived, relinquished and released Seller from and against any and all claims, demands, causes of action (including, without limitation, causes of action in tort), losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) of any and every kind or character, whether



With a copy to: City of North Ridgeville  
Attention: Brian Moriarty  
Phone: 216-548-0843  
Email: bmoriarty@nridgeville.org

As to Seller: Clifford Winkel  
5640 Broad Boulevard  
North Ridgeville, OH 44039  
Phone: 440-346-4125  
Email: winkelectric@hotmail.com

Such notices shall be deemed to have been given as of the date and time actually received by the receiving party. Any party may change said address by giving the other parties hereto notice of such change of address.

12. **Miscellaneous.**

(a) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns (to the extent assignment is permitted hereunder).

(b) Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio. In the event that any dispute hereunder results in the filing of legal action, the parties agree that such action will be maintained only in a court of competent jurisdiction in Lorain County, Ohio.

(c) Headings; References. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

(d) Counterparts. This Agreement may be executed in two or more counterparts and by facsimile or emailed PDF, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(e) Entire Agreement; Amendment. This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof notwithstanding any representations, statements or agreements to the contrary heretofore made. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

(f) Time. Time is of the essence of this Agreement. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline that is set forth in this Agreement falls on a day that is not a Business Day, then

such date shall be automatically extended to the next Business Day. For purposes of this Agreement, a “Business Day” is any day that is not a Saturday, Sunday or federal legal holiday.

(g) Possession. Possession of the Property shall be delivered to Purchaser at Closing.

(h) Survival; Representations and Warranties. Except as expressly provided herein, the representations, warranties and agreements of the parties contained herein, if any, shall merge into the Deed and shall not survive Closing. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto.

(i) Drafting of Agreement; Severability. The parties each acknowledge and agree that none of the terms or provisions of this Agreement shall be construed against any of the parties merely because of who may have drafted such term or provision and that, if any of the terms or provisions of this Agreement are or should be void or unenforceable, all of the remaining terms and provisions of this Agreement are and shall be applicable to the fullest extent permitted by law.

(j) Waiver of Jury Trial. In any civil action, counterclaim or proceeding, whether at law or in equity, that arises out of, concerns, or relates to this Agreement, any and all transactions contemplated by this Agreement, the performance of this Agreement or the relationship created by this Agreement, whether sounding in contract, tort, strict liability or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court, as written evidence of the consent of the parties to this Agreement of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. By execution of this Agreement, each party acknowledges that it has read and understands the effect of this jury waiver provision. Each party acknowledges that it has been advised by its own counsel with respect to the transaction governed by this Agreement and specifically with respect to the terms of this Section, or has waived such advice of counsel.

(k) Effective Date. The “Effective Date” of this Agreement shall be the date upon which the last of Seller or Purchaser has executed this Agreement with any changes thereto having been initialed by all parties.

*[signatures begin on following page]*

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year indicated below.

PURCHASER:

**CITY OF NORTH RIDGEVILLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

SELLER:

**Clifford Winkel**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_



Exhibit B

Limited Warranty Deed [see next page]

**After Recording Return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LIMITED WARRANTY DEED**

THIS LIMITED WARRANTY DEED is made as of \_\_\_\_\_, 20\_\_ by and between Clifford Winkel (“Grantor”), and the City of North Ridgeville, a municipality in the State of Ohio, (“Grantee”) (the words “Grantor” and “Grantee” to include their respective, legal representatives, successors and assigns where the context requires or permits);

**WITNESSETH THAT:**

GRANTOR, for and in consideration of the sum of EIGHTY THREE THOUSAND AND NO/100 DOLLARS (\$83,000.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey unto Grantee the certain real property described on Exhibit A (the "Land"), together with any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL SPECIALLY WARRANT and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

This conveyance and foregoing special warranty of title are made subject only to those matters more particularly set forth on Exhibit B attached hereto and by this reference made a part hereof.

*[Signatures Begin on Following Page]*



IN WITNESS WHEREOF, Grantor has signed this deed as of the date first above written.

**GRANTOR:**

Signed and delivered  
in the presence of:

Clifford Winkel

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_

STATE OF OHIO

)

) ss.

COUNTY OF LORAIN

)

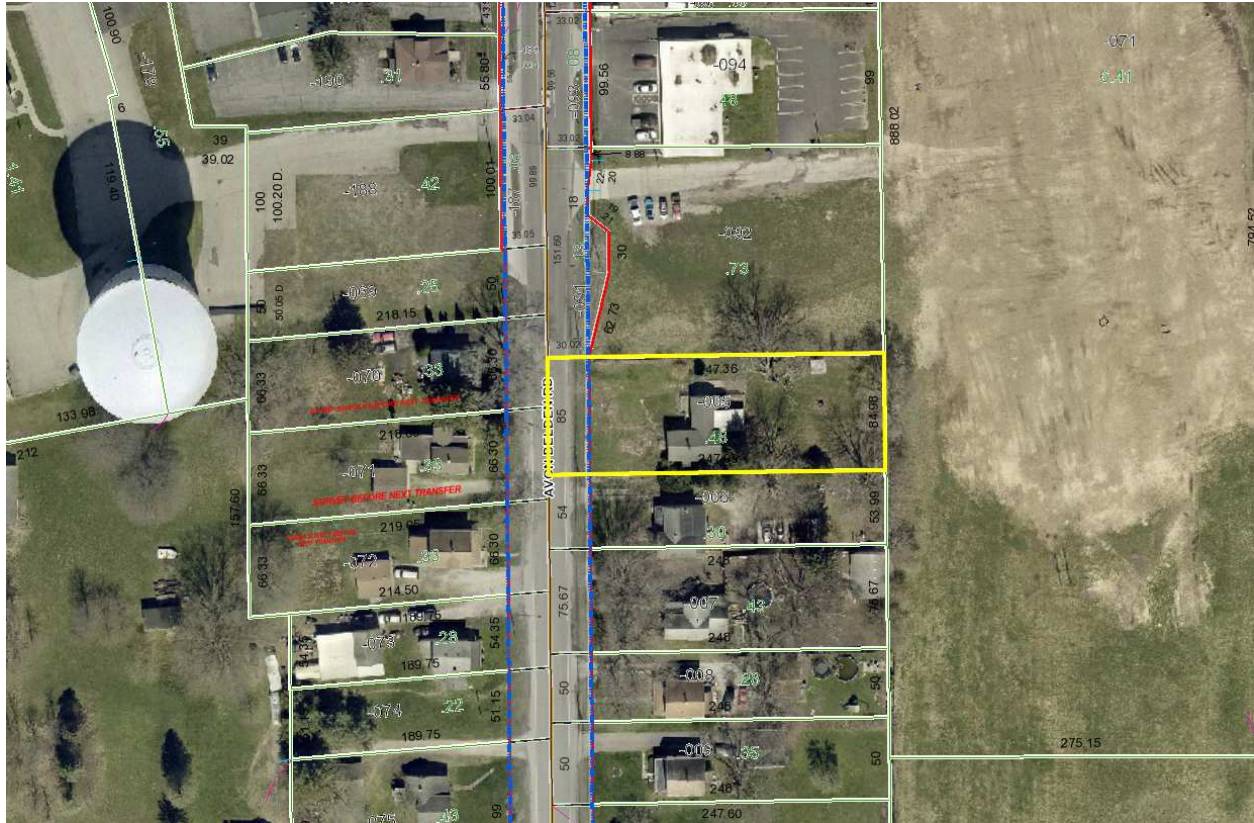
On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that s/he as such \_\_\_\_\_, being authorized to do so, executed the forgoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT A**



**EXHIBIT B**  
PERMITTED TITLE EXCEPTIONS

1. All ad valorem taxes and assessments applicable to the Property, including without limitation, any and all past due, current or future ad valorem taxes and assessments;
2. All applicable zoning and other ordinances;
3. All matters of record, and all assessments under recorded agreements related to the Property; and
4. All matters that would be revealed by a current accurate survey and inspection of the Property.

DATE:	<u>November 7, 2022</u>	1 <sup>ST</sup> READING:	<u>November 7, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>November 21, 2022</u>
REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>December 5, 2022</u>
TEMPORARY NO:	<u>T 158-2022</u>	ADOPTED:	<u>December 5, 2022</u>
		EFFECTIVE:	<u>January 4, 2023</u>

Introduced on the floor 11/7/2022

**ORDINANCE NO. 6025-2022**

**AN ORDINANCE AMENDING ORDINANCE NO. 5857-2021, WHICH AUTHORIZED THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO LEASE/PURCHASE A SINGLE AXLE DUMP TRUCK WITH PLOW AND ACCESSORIES FROM THE STATE BID LIST OR STATE CO-OP, OR TO ADVERTISE FOR BIDS AND ENTER INTO A 5-YEAR LEASE/PURCHASE AGREEMENT, SUBJECT TO ANNUAL APPROPRIATIONS, WITH AN OUTSIDE VENDOR ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW, NOT TO EXCEED \$250,000.00.**

**WHEREAS**, City Council passed Ordinance No. 5857-2021, which approved funds for the lease/purchase of a new 2022 single axle dump truck with plow and accessories for the Service Department; and

**WHEREAS**, because of supply chain issues, the Service Department did not purchase/ receive a single axle dump truck with plow and accessories; and

**WHEREAS**, the City is still in need of a single axle dump truck with plow and accessories, which may be a different year than originally stated, which shall be selected from the State term schedule of the Ohio Cooperative Purchasing Program, the value of which shall not exceed \$250,000.00.

**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 agreement for a 5-year lease/purchase of a single axle dump truck with plow and accessories from the State Bid List or State Co-Op, or to advertise for bids according to law and in a manner prescribed by law and enter into a lease/purchase agreement with the lowest and best bidder, subject to annual appropriations, not to exceed \$250,000.00.

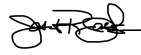
**SECTION 2.** The cost of said equipment shall be charged to and paid from the appropriate City fund.

**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 shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: December 5, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Dec 10, 2022



---

Kevin Corcoran  
MAYOR

DATE: November 7, 2022  
INTRODUCED BY: Mayor Corcoran  
REFERRED BY: \_\_\_\_\_  
TEMPORARY NO: T 160-2022

1<sup>ST</sup> READING: November 7, 2022  
2<sup>ND</sup> READING: November 21, 2022  
3<sup>RD</sup> READING: December 5, 2022  
ADOPTED: December 5, 2022  
EMERGENCY: December 5, 2022  
EFFECTIVE: December 5, 2022

Introduced on the floor 11/7/2022

## ORDINANCE NO. 6026-2022

### AN ORDINANCE AMENDING EXHIBIT “A” OF NORTH RIDGEVILLE ORDINANCE 2725-93 TO MAINTAIN INTERNAL WAGE PARITY BETWEEN CERTAIN DEPARTMENT HEADS, SUPERVISORY EMPLOYEES AND CONFIDENTIAL EMPLOYEES IN 2022, AND DECLARING AN EMERGENCY.

**WHEREAS**, in 1993, City Council created NRO 2725-1993 which sought, among other things, to maintain internal wage parity between certain department heads, supervisory employees, and confidential employees and various collective bargaining units of the City; and

**WHEREAS**, those designated employees were to receive *the average* percentage increase in base wages as is negotiated with the various City unions; and

**WHEREAS**, in 2022, one of the City unions forgo the average base wage increase experienced by other unions in exchange for an additional benefit that could only be received by their membership; and

**WHEREAS**, as a result, *the average* base wage increase for 2022 to be experienced by the designated employees described in 2725-1993 (and its subsequent amendments), is less than that experienced by the other remaining unions, including AFSCME, and

**WHEREAS**, in an effort to maintain internal base wage parity between the designated employees described in 2725-1993 (and its subsequent amendments) and the remaining City unions, the City wants to amend Exhibit “A” of NRO 2725-1995 to provide that those designated employees will receive the same percentage base wage increase as did AFSCME for the year 2022, retroactive to January 1, 2022.

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

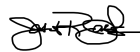
**SECTION 1.** Retroactive to January 1, 2022, page 2 of Exhibit “A” of NRO 2725-1995 is amended to include the following:

A.3 For the year 2022, all employees described in 2725-1993 (and its subsequent amendments) shall receive the same two and one-half percent (2.5%) base wage increase that AFSCME received for that year.

**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 §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 go into effect and retroactive to January 1, 2022. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 5, 2022



---

Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



---

Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Dec 10, 2022



---

Kevin Corcoran  
MAYOR

## 2725-93 Exhibit A

	2022 RANGE	
DEPUTY CLERK	46,936.68	58,210.62
ADM ASST TO MAYOR	54,613.51	67,755.81
ASST DEPUTY AUDITOR	57,980.26	71,941.98
ACCOUNTS PAYABLE CLERK	48,854.63	60,595.41
ASST LAW DIRECTOR/PROSECUTOR	84,525.77	104,993.09
I T SPECIALIST	58,292.47	72,330.18
P&R PROGRAM SUPERVISOR	35,845.11	44,419.68
FIRE SEC/DISPATCHER	48,876.88	62,730.00
CH BLDG INSP	78,156.74	97,028.89
LIC BLDG INSP	67,462.24	83,731.59
ZONING INSPECTOR	54,204.47	67,247.25
CHIEF RES PROJ REP	69,234.79	85,935.60
RES PROJ REP	67,462.24	83,731.59
ASSISTANT ENGINEER	82,678.86	102,774.74
ASST TO THE ENGINEER	70,195.64	87,130.29
CIVIL ENGINEER I (EI)	55,953.73	68,117.06
ASST GROUNDS MAINT SUPER	51,851.73	64,355.11
GROUNDS MAINT SUPERVISOR	55,845.39	69,287.55
INC TAX ADMIN	62,499.31	77,560.91
STREET SERV FOREMAN	70,195.64	87,130.29
WATER SERV FOREMAN	70,195.64	87,130.29
SEWER SERV FOREMAN	70,195.64	87,130.29
STORM WATER MANAGEMENT FOREMAN	70,195.64	87,130.28
FR CK SUPER	97,038.53	120,506.04
ASST FC SUPER	76,202.59	94,599.16
FC CLASS III FOREMAN	71,284.62	88,484.27
FC CLASS IV FOREMAN	73,743.60	91,541.71
FC FOREMAN	70,195.64	87,130.29
CLK OF MAYORS COURT CMC	56,786.82	70,456.75
ADM ASST/STENO	46,936.68	58,210.62

As of 1/2/2022



DATE:	<u>November 7, 2022</u>	1 <sup>ST</sup> READING:	<u>November 7, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>November 21, 2022</u>
REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>December 5, 2022</u>
TEMPORARY NO:	<u>T 161-2022</u>	ADOPTED:	<u>December 5, 2022</u>
		EMERGENCY:	<u>December 5, 2022</u>
		EFFECTIVE:	<u>December 5, 2022</u>

**ORDINANCE NO. 6027-2022**

**AN ORDINANCE AMENDING NORTH RIDGEVILLE ORDINANCE 5596-2018 TO MAINTAIN INTERNAL WAGE PARITY BETWEEN CERTAIN DEPARTMENT HEADS, SUPERVISORY EMPLOYEES, AND CONFIDENTIAL EMPLOYEES IN 2022 AND DECLARING AN EMERGENCY.**

**WHEREAS**, in 2018, City Council created NRO 5596-2018 which sought, among other things, to maintain internal wage parity between certain department heads, supervisory employees, confidential employees, and various collective bargaining units of the City; and

**WHEREAS**, those designated employees were to receive *the average* percentage increase in base wages as negotiated with the various City unions; and

**WHEREAS**, in 2022, one of the City unions forgo the average base wage increase experienced by other unions in exchange for an additional benefit that could only be received by their membership; and

**WHEREAS**, as a result, *the average* base wage increase for 2022 to be experienced by the designated employees described in NRO 5596-2018 (and its subsequent amendments), is less than that experienced by the other remaining unions, including AFSCME, and

**WHEREAS**, in an effort to maintain internal wage parity between the designated employees described in NRO 5596-2018 (and its subsequent amendments) and the remaining City unions, the City wants to amend said ordinance to provide that those designated employees will receive the same percentage wage increase as did AFSCME for the year 2022, retroactive to January 1, 2022.

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

**SECTION 1.** Retroactive to January 1, 2022, NRO 5596-2018, Section 2, is amended to include the following:

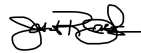
The annual salaries shall increase periodically in the same percentage as that average percentage increase in wages as is from time to time negotiated by the various collective bargaining units of the City of North Ridgeville in order to

maintain wage parity, within said ranges. For the year 2022 only, the City will provide those designated employees with the same two-and-one-half percent (2.5%) base wage increase as did AFSCME for the year 2022.

**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 §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 go into effect and retroactive to January 1, 2022. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: December 5, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Dec 10, 2022



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Kevin Corcoran  
MAYOR

**EXHIBIT A**

<u>CLASSIFICATION</u>	<u>MIN ANNUAL SALARY</u>	<u>MAX ANNUAL SALARY</u>	<u>MIN HOURLY</u>	<u>MAX HOURLY</u>
Safety-Service Director		Two percent (2%) above highest paid employee (excluding longevity, overtime and Mayor's salary)		
Engineer	83,927.00	107,006.93	40.35	51.45
Assistant Engineer	80,781.42	96,515.74	38.84	46.40
Civil Engineer I (EI)	55,953.73	68,117.06	26.90	32.75
Civil Engineer II (PE)	65,099.03	79,250.17	31.30	38.10
Auditor	83,618.15	115,956.90	40.20	55.75
Deputy Auditor	68,190.69	94,417.88	32.78	45.39
Treasurer	80,225.40	112,269.15	38.57	53.98
Chief Building Inspector	60,138.73	91,735.57	28.91	44.10
Asst Chief Building Inspector	67,893.30	84,250.58	32.64	40.51
Parks & Recreation Director	56,450.98	82,483.45	27.14	39.66
Superintendent of the French Creek WWTP	73,471.37	102,449.69	35.32	49.25
Asst Superintendent of the French Creek WWTP	76,202.59	94,599.16	36.64	45.48
Laboratory Manager	58,900.06	70,476.67	28.32	33.88
Superintendent of the Service Department	61,338.89	105,460.99	29.49	50.70
Director of the Department of Public Utilities	70,307.32	86,520.34	33.80	41.60
Clerk of Mayor's Court, CMC	42,834.66	76,919.10	20.59	36.98
Clerk of Mayor's Court	54,613.52	67,755.81	26.26	32.57
Assistant Clerk of Council, CMC	45,475.01	63,324.60	21.86	30.44
Assistant Clerk of Council	54,613.52	67,755.81	26.26	32.57
Director of the Department of Older Adult Services	46,958.84	72,904.03	22.58	35.05
Case Manager	44,562.87	55,231.82	21.42	26.55
ISD/Network Coordinator	61,360.71	86,411.24	29.50	41.54
Assistant Law Director/Prosecutor	82,585.03	98,598.99	39.70	47.40
Prosecutor	74,031.52	91,944.76	35.59	44.20
Human Resource Director	78,681.56	115,399.63	37.83	55.48
Income Tax Administrator	62,499.31	77,560.92	30.05	37.29
Office Administrator	51,735.75	64,269.20	24.87	30.90
Director of Planning and Economic Development	48,258.03	115,399.63	23.20	55.48