



CITY OF NORTH RIDGEVILLE

NORTH RIDGEVILLE CITY COUNCIL



Jason Jacobs, President of Council

Nicholas Ciofani, Clerk of Council

Fijabi Gallam, CMC, Assistant Clerk of Council

Holly A. Swenk, Ward 1

Dennis Boose, Ward 2

Bruce F. Abens, Ward 3/President Pro-Tem

Clifford Winkel, Ward 4

Georgia Awig, At-Large

Martin DeVries, At-Large

AGENDA

REGULAR COUNCIL MEETING

Monday, June 06, 2022, at 7:00 P.M.

You can view this meeting live on our YouTube channel at:
www.youtube.com/channel/UCThTaGFRof_AOvxSYAzMNYg

1. **CALL TO ORDER:**
2. **INVOCATION:**
3. **PLEDGE OF ALLEGIANCE:**
4. **ROLL CALL:**
5. **MINUTES - Corrections (if any) and approval:**

City Council Meeting Minutes dated May 16, 2022

(Council action required)

Please note:

Safety Committee Meeting Minutes dated January 31, 2022

Civil Service Meeting Minutes dated May 23, 2022

Board of Zoning and Building Appeals Meeting Minutes dated May 26, 2022

Parks and Recreation Commission Meeting Minutes dated April 27, 2022

Special Planning commission Meeting Minutes dated May 19, 2022

6. **LOBBY:**
7. **ADMINISTRATOR'S REPORTS:**
 - A. **Mayor**
 - B. **Safety-Service Director**
 - C. **Engineer**
 - D. **Auditor**

E. Other Reports

Please Note:

April 2022 Police Department Report

April 2022 Parks and Recreation Director Report

8. COUNCIL COMMITTEE REPORT(S):

SAFETY COMMITTEE REPORT dated May 31, 2022 –The committee made a motion to table T 84-2022 for later discussion, and made a motion to have the Law Department draft legislation to amend certain sections of N.R.C.O Chapter 476, Snowmobiles, Off-Highway Motorcycles and All-Purpose Vehicles with the requested changes and for the Clerk to add a new temporary number to be introduced.

(Council action required)

9. CORRESPONDENCE:

10. OLD BUSINESS:

11. NEW BUSINESS:

Planning Commission report of Thursday, May 19, 2022:

Beckett Thermal, Inc., 38000 Beckett Pkwy North, PPN 07-00-038-000-330

Applicant: Greg Baker, Beckett Thermal Inc., 38000 Beckett Parkway North, North Ridgeville, OH, 44039. Proposal consists of constructing a pre-assembled temporary laboratory for burner testing. Property is zoned I-3.

PC ACTION: Approved by a vote of 3-0

(Council approval required)

12. RECESS:

Ordinance and Resolution submittal(s)

13. FIRST READINGS:

T 87-2022 AN ORDINANCE AMENDING EXHIBIT B OF ORDINANCE 5596-2018 AND SUBSEQUENT AMENDMENTS THERETO IN ORDER TO ESTABLISH THE COMPENSATION AND BENEFITS AFFORDED TO DEPARTMENT HEADS AND CERTAIN DISCRETIONARY EMPLOYEES.

(Introduced by Mayor Corcoran)

T 88-2022 AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE, OHIO, TO ENTER INTO A CONTRACT WITH THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION (SERGEANTS AND LIEUTENANTS) (GOLD UNIT).

(Introduced by Mayor Corcoran)

1st Ordinance No. 5955-2022

1st Resolution No. 1570-2022

1st Temporary No. 92-2022

T 89-2022 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.

(Introduced by Mayor Corcoran)

T 90-2022 A RESOLUTION AUTHORIZING AND APPROVING THE REPAYMENT OF FUND ADVANCES.

(Introduced by Mayor Corcoran)

T 91-2022 AN ORDINANCE AMENDING NORTH RIDGEVILLE CODIFIED ORDINANCE SECTION 1650.04(b) AS A RESULT OF RECENTLY PASSED STATE LAW CONCERNING THE DISCHARGE OF FIREWORKS.

(Introduced by Mayor Corcoran)

14. SECOND READINGS:

T 79-2022 AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW WITH THE LOWEST AND BEST BIDDER FOR THE 2022 TRAFFIC PAINT STRIPING AND OTHER APPURTENANCES, NOT TO EXCEED \$100,000.00.

(Introduced by Mayor Corcoran; First Reading on 5/16/2022)

T 82-2022 A RESOLUTION AMENDING RESOLUTION NO. 1548-2021, WHICH AUTHORIZED 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, BY INCREASING THE CITY’S PORTION OF THIS PROJECT FROM \$56,630.00 TO \$100,000.00.

(Introduced by Mayor Corcoran; First Reading on 5/16/2022)

T 83-2022 AN ORDINANCE ACCEPTING CERTAIN STREETS/IMPROVEMENTS LOCATED IN THE RESERVE AT WINFIELD FARM SUBDIVISION PHASE 2, AND DEDICATING THEM FOR PUBLIC PURPOSES.

(Introduced by Mayor Corcoran; First Reading on 5/16/2022)

15. THIRD READINGS:

T 57-2022 AN ORDINANCE REPEALING SECTION 660.12 FENCES OF THE NORTH RIDGEVILLE GENERAL OFFENSES CODE.

(Introduced by Councilman DeVries, Referred to Planning Commission Committee on 4/4/2022; Referred to Building & Lands Committee on 4/4/2022; Planning Commission met on 4/12/2022; Building & Lands Committee met on 4/25/2022; Council approved the Commission report on 4/18/2022; Council accepted the Committee report on 5/2/2022; Second Reading on 5/16/2022; Public Hearing held on 6/6/2022)

T 58-2022 AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 1294 SUPPLEMENTARY REGULATIONS OF THE NORTH RIDGEVILLE ZONING CODE IN ORDER TO UPDATE THE CITY’S FENCE REGULATIONS.

(Introduced by Councilman DeVries, Referred to Planning Commission Committee on 4/4/2022; Referred to Building & Lands Committee on 4/4/2022; Planning Commission met on 4/12/2022; Building & Lands Committee met on 4/25/2022; Council approved the Commission report on 4/18/2022; Council accepted the Committee report on 5/2/2022; Second Reading on 5/16/2022; Public Hearing held on 6/6/2022)

T 64-2022 AN ORDINANCE SUPPLEMENTING NORTH RIDGEVILLE CODIFIED ORDINANCE 1046, WATER.

(Introduced by Mayor Corcoran; First Reading on 4/04/2022; Referred to Utilities Committee on 4/4/2022; Utilities Committee Meeting on 4/18/2022; Council accepted the Committee report on 5/2/2022; Second Reading on 5/16/2022)

16. MEETING ANNOUNCEMENTS:

- The next Regular Council meeting will be on Monday, June 20, 2022, at 7:00 p.m. in City Council Chambers.

17. ADJOURN:

**NORTH RIDGEVILLE CITY COUNCIL
MEETING MINUTES
May 16, 2022**

CALL TO ORDER:

President Jacobs called the Monday, May 16, 2022, Council meeting to order at 7:00 p.m.

INVOCATION:

Led by President Jacobs.

PLEDGE OF ALLEGIANCE:

Led by President Jacobs.

ROLL CALL:

Present were Council members President Jason Jacobs, Holly A. Swenk, Dennis Boose, President Pro-Tem Bruce Abens, Clifford Winkel, Georgia Awig, and Martin DeVries.

Also present were Mayor Kevin Corcoran, Safety Service Director Jeffry Armbruster, Law Director Brian Moriarty, City Engineer Dan Rodriguez, Auditor April Wilkerson, Clerk of Council Nicholas Ciofani, and Assistant Clerk of Council Fijabi Gallam.

MINUTES - Corrections (if any) and approval:

President Jacobs asked if there were any corrections to the City Council meeting minutes dated May 2, 2022. No discussion was offered. The meeting minutes stand approved as submitted.

President Jacobs asked if there were any corrections to the Special City Council meeting minutes dated May 9, 2022. No discussion was offered. The meeting minutes stand approved as submitted.

President Jacobs noted that the Utilities Committee Meeting Minutes dated April 18, 2022, Parks and Recreation Commission Meeting Minutes dated March 23, 2022, and Planning Commission and Building & Lands Committee Work Session Minutes dated May 10, 2022, were provided to City Council.

LOBBY:

President Jacobs opened the lobby session. He asked anyone that would like to speak to come to the podium and state their name and address for the record. He further added that each person is allowed three minutes to speak.

Truck Traffic in the City

Albert Krage, at 37903 Sugar Ridge Road, expressed his concerns regarding truck traffic issues that are ongoing in his neighborhood. The trucks are destroying the roads and he does not see an aggressive approach from the City on the truck issue. He expressed that it is a safety issue. Mr. Krage noted that he took pictures of the trucks being in places they are not supposed to be. Mr. Krage gave the pictures he took of the trucks to Mayor Corcoran.

ADMINISTRATORS REPORTS:

A. Mayor:

Mayor Corcoran noted that he would be requesting the emergency passage for a few pieces of legislation (T 67-2022, T 80-2022, and T 81-2022). The Mayor would explain more about each legislation later in the meeting.

The Mayor remarked that Lorain County recently announced ARPA Grants for Small Businesses. The County has earmarked \$3-million to assist small businesses in Lorain County that have been negatively impacted or have faced hardship due to the COVID-19 pandemic and its related effects on the economy. Visit the City's website at nridgeville.org for more information on qualifications and how to apply for the grants. The application deadline is May 27.

The Mayor invited the community to join him on Friday, May 20, 2022, from 8:30 to 9:30 a.m., in Council Chambers for his monthly coffee and conversation.

The Mayor reminded everyone that the Memorial Day Parade and Memorial Service are scheduled to take place on Monday, May 30, 2022. The parade would begin at 9:45 a.m. at the Senior Center and travel down Bainbridge Road and conclude at the Ranger Stadium with the Memorial Service in association with the North Ridgeville Lions Club and VFW Post 9871. Residents could contact the Lions Club Parade Director Dennis Boose at (440) 327-8528 for more information.

The Mayor added that on May 30, 2022, City Hall is closed in observance of the Memorial Day holiday. Republic Services planned to operate on a one-day delay that week. Trash collection would be on Wednesday, June 1, 2022, citywide.

Mayor Corcoran remarked that the City would be co-sponsoring the 2022 Freedom Festival and Fireworks with Pepco Elyria. The event would be held at Victory Park Ohio, 7777 Victory Lane, on Sunday, July 3, 2022, at 5:00 p.m. with activities, entertainment, food and beverages, and fireworks at approximately 10:00 p.m. Tickets are per vehicle and available for purchase online in advance only by visiting www.victoryparkohio.com. Early bird pricing is available through May 31, 2022. He added that the net proceeds from the 2022 Freedom Festival and Fireworks with Pepco Elyria benefit North Ridgeville Community Care and Canine Superheroes Foundation. In 2021, Victory Park Ohio presented North Ridgeville Community Care a generous check in the amount of \$7,500.

He added that North Ridgeville Parks & Recreation would be sponsoring Touch-A-Truck on Saturday, June 4, 2022, from 10:00 a.m. to 2:00 p.m. at Shady Drive Complex, 37077 Shady Drive. This is a free event. This unique event encourages children and adults to touch vehicles, ask questions and climb inside to get a view from the driver's seat. The first two hours of the event are sensory-friendly without the lights, sirens, and horns.

Mayor Corcoran concluded his report.

B. Safety-Service Director:

No Report was presented.

C. Engineer:

Engineer Rodriguez provided an update on the following projects:

- Full-depth Concrete Pavement rehabilitation bids recently opened on May 17, 2022. Work should begin sometime in mid to late June if the bids come back favorable.
- The current projects are Eastview Sanitary Sewer Extension, Sugar Ridge Road Sanitary Sewer Extension, Barres Road Realignment at Stoney Ridge Road, and State Route 83 & Chestnut Ridge Roundabout.
- Mills Rd, Stoney, and Avalon Peanut Roundabout Project have started the right away acquisition. One out of three parcels negotiations has been completed.
- Center Ridge Road Sanitary Sewer Extension - construction continues on the Center Ridge Road sanitary sewer extension project. The project has approximately 50' left of mainline sanitary sewer to install.
- Mills Creek Water Main Rehabilitation - Northeast Ohio Trenching Service began installing a new 8" water main along Mills Road just west of Mills Creek Lane last week. This new 8" main will connect to the new 6" water mains along Scotch Pine Way, Red Pine Way, Spruce Pine Way, and White Pine Way to remove dead-end water mains from the City's water distribution system. This work will help with reducing pressure spikes and provide better water quality in this area of the City's distribution system.
- Water Asset Management Plan - Work has begun on the City's water asset management plan with consultant OHM Advisors.
- Geographic Information System (GIS) - The City has delivered a draft version of our new GIS web portal. The engineering, service, and IT departments will continue to work with the Consultant to continue to add data to the system as well as develop applications and tools for departmental use.
- Mill Creek Conservation and Flood Control Project - Ohio Erie Excavating, LLC have begun to mobilize equipment to the Mill Creek Conservation and Flood Control Project Site north of Boulder Drive. Tree removal is scheduled to begin on or around May 22, 2022. Tree removal will take approximately 8 weeks according to the contractor's schedule. The completion date of the project is July 31, 2022.

Mr. Rodriguez concluded his report.

D. Auditor:

Auditor Wilkerson requested the City Council to adopt the following legislation with the emergency clause to allow the Auditor's office to meet its financial obligations.

- T 85-2022 – Then and Now Resolution
- T 86-2022 – Appropriation Amendment

Auditor Wilkerson concluded his report.

President Jacobs noted the following report:

April 2022 Financial Report

E. Other Reports:

President Jacobs noted the following reports:

March 2022 Parks Director Report
April 2022 Building Department Report
April 2022 Fire Department Report
April 2022 Water Distribution and EPA Report
April 2022 Mayor's Court Department Report

CORRESPONDENCE:

There were none.

OLD BUSINESS:

There were none.

NEW BUSINESS:

There were none.

RECESS:

Moved by Winkel and seconded by DeVries to dispense with recess.

A voice vote was taken and the motion carried.

Yes – 7 No – 0

FIRST READINGS:

Ordinance and Resolution submittal(s)

Clerk of Council Nicholas Ciofani:

T 79-2022 AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW WITH THE LOWEST AND BEST BIDDER FOR THE 2022 TRAFFIC PAINT STRIPING AND OTHER APPURTENANCES, NOT TO EXCEED \$100,000.00.
(Introduced by Mayor Corcoran)

This ordinance moved forward to Second Reading.

Clerk of Council Nicholas Ciofani:

T 80-2022 A RESOLUTION AMENDING RESOLUTION NO. 1476-2020, WHICH APPROVED AND RATIFIED AN APPLICATION FOR TAX INCENTIVE IN COMMUNITY REINVESTMENT AREA NO. 14 CREATED BY CITY OF NORTH RIDGEVILLE RESOLUTION NO. 768-94 AND SUBSEQUENT AMENDMENTS THERETO, FOR ISOMER GROUP INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OHIO.
(Introduced by Mayor Corcoran)

Moved by Mayor Corcoran and seconded by Boose to dispense with the second and third readings for T 80-2022.

A voice vote was taken and the motion carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Boose to add the emergency clause to amend the agreement to match the construction percentage of completion, and for tax incentive purposes.

A voice vote was taken on the emergency clause and the motion carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Boose to adopt T 80-2022 with the emergency clause.

Mayor Corcoran expressed that T 80-2022 and T 81-2022 are tax abatements that were put in place for the construction of two businesses. The change is to match the construction completion with the agreement.

A roll call vote was taken on the adoption, with the emergency, and the motion carried. T 80-

2022 becomes **Resolution number 1567-2022.**

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

T 81-2022 A RESOLUTION AMENDING RESOLUTION NO. 1461-2019, WHICH APPROVED AND RATIFIED AN APPLICATION FOR TAX INCENTIVE IN COMMUNITY REINVESTMENT AREA NO. 14 CREATED BY CITY OF NORTH RIDGEVILLE RESOLUTION NO. 768-94 AND SUBSEQUENT AMENDMENTS THERETO, FOR YOUNG EXPLORERS MONTESSORI, LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OHIO.

(Introduced by Mayor Corcoran)

Moved by Mayor Corcoran and seconded by Abens to dispense with the second and third readings for T 81-2022.

A voice vote was taken and the motion carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Abens to add the emergency clause to amend the agreement to match the construction percentage of completion, and for tax incentive purposes.

A voice vote was taken on the emergency clause and the motion carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Abens to adopt T 81-2022 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried. T 81-2022 becomes **Resolution number 1568-2022.**

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

T 82-2022 A RESOLUTION AMENDING RESOLUTION NO. 1548-2021, WHICH AUTHORIZED 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, BY INCREASING THE CITY’S PORTION OF THIS PROJECT FROM \$56,630.00 TO \$100,000.00.

(Introduced by Mayor Corcoran)

This resolution moved forward to Second Reading.

Clerk of Council Nicholas Ciofani:

T 83-2022 AN ORDINANCE ACCEPTING CERTAIN STREETS/IMPROVEMENTS LOCATED IN THE RESERVE AT WINFIELD FARM SUBDIVISION PHASE 2, AND DEDICATING THEM FOR PUBLIC PURPOSES.
(Introduced by Mayor Corcoran)

This ordinance moved forward to Second Reading.

Clerk of Council Nicholas Ciofani:

T 84-2022 AN ORDINANCE AMENDING THE PENALTY SECTION OF N.R.C.O. SECTION 432.30, STOPPING FOR SCHOOL BUS.
(Introduced by Councilwoman Swenk)

This ordinance was referred to the Safety Committee for discussion.

Clerk of Council Nicholas Ciofani:

T 85-2022 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.
(Introduced by Mayor Corcoran)

Moved by DeVries and seconded by Boose to dispense with the second and third readings for T 85-2022.

A voice vote was taken and the motion carried.

Yes – 7 No – 0

Moved by DeVries and seconded by Boose to add the emergency clause to address the time-sensitive invoices for the various purchase orders.

A voice vote was taken on the emergency clause and the motion carried.

Yes – 7 No – 0

Moved by DeVries and seconded by Boose to adopt T 85-2022 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried. T 85-2022 becomes **Resolution number 1569-2022**.

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

T 86-2022 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.

(Introduced by Mayor Corcoran)

Moved by DeVries and seconded by Boose to dispense with the second and third readings for T 86-2022.

A voice vote was taken and the motion carried.

Yes – 7 No – 0

Moved by DeVries and seconded by Boose to add the emergency clause to provide the Auditor’s office with the necessary financial resources

A voice vote was taken on the emergency clause and the motion carried.

Yes – 7 No – 0

Moved by DeVries and seconded by Boose to adopt T 86-2022 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried. T 86-2022 becomes **Ordinance number 5950-2022.**

Yes – 7 No – 0

SECOND READINGS:

Clerk of Council Nicholas Ciofani:

T 57-2022 AN ORDINANCE REPEALING SECTION 660.12 FENCES OF THE NORTH RIDGEVILLE GENERAL OFFENSES CODE.

(Introduced by Councilman DeVries, Referred to Planning Commission Committee on 4/4/2022; Referred to Building & Lands Committee on 4/4/2022; Planning Commission met on 4/12/2022; Building & Lands Committee met on 4/25/2022; Council approved the Commission report on 4/18/2022; Council accepted the Committee report on 5/2/2022)

This ordinance moved forward to Third Reading.

Clerk of Council Nicholas Ciofani:

T 58-2022 AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 1294 SUPPLEMENTARY REGULATIONS OF THE NORTH RIDGEVILLE ZONING CODE IN ORDER TO UPDATE THE CITY’S FENCE REGULATIONS.

(Introduced by Councilman DeVries, Referred to Planning Commission Committee on 4/4/2022; Referred to Building & Lands Committee on 4/4/2022; Planning Commission met on 4/12/2022; Building & Lands Committee met on 4/25/2022; Council approved the Commission report on 4/18/2022; Council accepted the Committee report on 5/2/2022)

Mr. DeVries recognized Shane Taylor for bringing the fence issue to his attention and thanked the administration for working on the fence issue.

This ordinance moved forward to Third Reading.

Clerk of Council Nicholas Ciofani:

T 64-2022 AN ORDINANCE SUPPLEMENTING NORTH RIDGEVILLE CODIFIED ORDINANCE 1046, WATER.

(Introduced by Mayor Corcoran; First Reading on 4/04/2022; Referred to Utilities Committee on 4/4/2022; Utilities Committee Meeting on 4/18/2022; Council accepted the Committee report on 5/2/2022)

This ordinance moved forward to Third Reading.

THIRD READINGS:

Clerk of Council Nicholas Ciofani:

T 53-2022 AN ORDINANCE AUTHORIZING THE EXECUTION OF THEN AND NOW CERTIFICATES BY THE CITY FISCAL OFFICER AND THE PAYMENT OF AMOUNTS DUE FOR VARIOUS PURCHASE ORDERS.

(Introduced by Mayor Corcoran; First Reading on 3/21/2022, Referred to Finance Committee on 4/4/2022; Finance Committee recommended changes on 4/11/2022; Council accepted Finance Committee report on 4/18/2022; Second Reading on 5/2/2022)

Moved by Mayor Corcoran and seconded by Boose to add the emergency clause to provide the Auditor's office with the necessary financial resources.

A voice vote was taken on the emergency clause and the motion carried.

Yes – 7 No – 0

Moved by Swenk and seconded by Boose to adopt T 53-2022 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried. T 53-2022 becomes **Ordinance number 5951-2022.**

Clerk of Council Nicholas Ciofani:

T 65-2022 AN ORDINANCE REPEALING AND REPLACING N.R.C.O. CHAPTER 264, CIVIL SERVICE COMMISSION.

(Introduced by Mayor Corcoran; First Reading on 4/18/2022; Second Reading on 5/2/2022)

Moved by Awig and seconded by Swenk to adopt T 65-2022.

A roll call vote was taken on the adoption, and the motion carried. T 65-2022 becomes **Ordinance number 5952-2022.**

Clerk of Council Nicholas Ciofani:

T 67-2022 PID NO. 102703
PROJECT NAME: LOR SR 0083 10.79

AN ORDINANCE COOPERATING WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION TO REPLACE THE BRIDGE DECK AND PARAPETS ON LOR SR 0083 10.79 WHICH CROSSES OVER SR 0010 WITH THE CITY OF NORTH RIDGEVILLE.

(Introduced by Mayor Corcoran; First Reading on 4/18/2022; Second Reading on 5/2/2022)

Moved by Boose and seconded by Abens to add the emergency clause to submit a decision by June 1, 2022.

A voice vote was taken on the emergency clause and the motion carried.

Yes – 7 No – 0

Moved by Boose and seconded by Abens to adopt T 67-2022 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried. T 67-2022 becomes **Ordinance number 5953-2022.**

Clerk of Council Nicholas Ciofani:

T 69-2022 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO AMEND A MEMORANDUM OF GROUND LEASE AGREEMENT WITH PMJ PARK HOLDINGS, LLC.

(Introduced by Mayor Corcoran; First Reading on 4/18/2022; Second Reading on 5/2/2022)

Moved by Abens and seconded by Swenk to adopt T 69-2022.

A roll call vote was taken on the adoption, and the motion carried. T 69-2022 becomes **Ordinance number 5954-2022.**

MEETING ANNOUNCEMENTS:

President Jacobs noted the following:

- A Public Hearing would be on Monday, June 6, 2022, at 6:30 p.m. in City Council Chambers.
- The next Regular Council meeting would be on Monday, June 6, 2022, at 7:00 p.m. in City Council Chambers.

Engineer Rodriguez remarked that there is a comment period for the Chestnut Ridge and State Route 83 roundabout for the community tic comment on the project on the City's website and paper forms are available at City Hall and the Public Library.

ADJOURNMENT:

President Jacobs adjourned the meeting at 7:34 p.m.

Approval of minutes on June 6, 2022:

{{_es_:signer1:signature}}

Jason R. Jacobs
PRESIDENT OF COUNCIL

{{_es_:signer2:signature}}

Nicholas Ciofani
CLERK OF COUNCIL

DRAFT

**NORTH RIDGEVILLE CITY COUNCIL
SAFETY COMMITTEE
MINUTES OF MEETINGS
January 31, 2022**

To Order:

Chairwoman Holly Swenk called the meeting to order at 6:00 p.m.

Pledge of Allegiance:

Led by Chairwoman Swenk.

Attendance:

In attendance were Committee members Bruce Abens, Martin DeVries, and Chairwoman Holly Swenk.

Also in attendance were Mayor Corcoran, Council President Jason Jacobs, Councilman Dennis Boose, Former Councilman Jim Maleski, Safety Service Director Jeff Armbruster, Police Chief Freeman, and Assistant Clerk of Council Fijabi Gallam.

Minutes:

Chairwoman Swenk asked if there were any corrections to the minutes from October 19, 2021. No discussion was offered. The meeting minutes stand approved as submitted.

Discussion regarding proposed legislation:

T 136-2021 AN ORDINANCE AMENDING CERTAIN SECTIONS OF N.R.C.O. CHAPTER 476, SNOWMOBILES, OFF-HIGHWAY MOTORCYCLES AND ALL-PURPOSE VEHICLES.

Former Councilman Maleski, at 6088 W. Breezeway Drive, gave an overview of T 136-2021 legislation. Mr. Maleski provided a statement about T 136-2021. He expressed that the discussion for this legislation started in the year 2020 with the police chief and the law department. He added that this legislation intends to help the police officers add a new tool to their toolbox. Mr. Maleski explained that he was told out of 1500 calls, several of the calls have been related to sound issues. He remarked that at the last Safety Committee meeting the question was asked if the training was needed. He heard there are many legal issues. The legislation was written with suggestions from the law director and the police chief. All discussions occurred over at least four separate meetings along with two separate committee meetings with the first reading of the City Council. He provided the reading process for T 136-2021. Mr. Maleski remarked that the legislation was pulled before the second reading and sent to the committee to die. He added that he sent an email to the council seeking out answers. His correspondence to City Council was after the deadline to be read, but he knew that for two years emails and legislations were put in

front of the City Council the same day to read into the record. Mr. Maleski wanted to know why his correspondence did not get a vote to be added to the agenda. He suggested that Article 2 Section 2.5 of the City Charter should be adjusted and updated to have a true separation of powers between the legislative and executive branches. Mr. Maleski explained that this legislation is complaint-driven, and only serves to give guidance.

Chair Swenk wanted to know if there were any questions and comments from the committee.

Councilman DeVries wanted to know if Mr. Maleski asked for any input from other organizations or any other officials about this type of legislation.

Mr. Maleski remarked that he was in communication with the American Motorcycle Association to get guidance on how to measure sound and handle disputes with motorcycles. He also communicated with a person in Placer County, California.

Mr. DeVries wanted to know if this legislation is similar to what the neighboring communities might have.

Mr. Maleski explained when he looks at legislation in this regard it might be good to be the one that sets a precedent for this type of legislation.

Councilman DeVries wanted to know how expensive is the mechanism or the device that is needed to measure the sound.

Mr. Maleski remarked that the device to measure sound is available at Wal-Mart for less than \$50.

Councilman Abens wanted to know if the City already has a sound meter.

Mr. Maleski remarked yes the City had one at one point in time.

Chair Swenk asked if the administration have any questions or comments.

Police Chief Freeman explained that the noise of multiple sounds at once is a concern. There are different noise complaints the police department receives – car stereos, noises from fixing cars, and all-terrain vehicles (ATVs). His concern is that the City is trying to legislate a complaint-driven from five to six properties. Chief Freeman believed the issue is caused by the parcel size – the smaller the property the easier it is to annoy neighbors when riding an ATV. He noted that he originally suggested putting a parcel restriction on the number of ATVs that could ride on a five-acre parcel or more. The Chief added that the restriction could be similar to the hunting ordinance – to allow two property owners to combine their property to make five acres or more. The City of North Ridgeville has changed.

Mr. Armbruster explained that he has seen the device that Mr. Maleski is referring to. He understood that the radar guns have to be certified; however, he did not know if the device

results would be sufficient for a court proceeding. He noted that there may be training requirements or certification requirements. Mr. Armbruster expressed that residents should take into consideration of their neighbors and be nice.

Police Chief Freeman remarked that the issue with the noise is when a child is riding the ATV or recreational vehicle 200 feet away from the residential dwelling. The land they are using is not adequate to run an ATV for eight hours. Enforcing the guidelines on a personal property could be problematic. The complaints are area specific. He suggested controlling the number of ATVs on a piece of property at the same time and shortening the hours for the activity. He believed that the legislation is not a bad idea; however, it is limited. The problem is when people are turning their homestead into a track.

Mr. Armbruster noted that the bow hunting legislation had many people who were interested in how the City would enforce the activity. The process became a great program that is managed by the Police Department. Residents are following the rules that were illustrated in the hunting legislation. He explained that limiting the number of acres could help with the issues.

Chair Swenk wanted to know if the proposal is to change the legislation to five acres.

Police Chief Freeman reiterated that the issue is complaint-driven. He explained that it would be difficult to meter ten machines at the same time.

Chair Swenk wanted to know if there were any comments and questions from the members of the City Council or the audience.

Councilman Boose thanked former Councilman Maleski for the hard work he has done on the legislation. He expressed that he had a noise issue in his Ward that he had to address, but did not know if the property was five acres or more. He believed they are progressing in the right place for this type of noise issue. He expressed that he does not know how to help the members in his Wards regarding this issue because there is nothing regulating it. Sometimes neighbors do not get along. He understands the idea behind the proposed legislation. Mr.Boose Provided issues that other residents encounter.

Police Chief Freeman expressed that as a government the City does not want to take residents' rights from using their property. Some people want to enjoy ATVs and some want to enjoy their backyard. He added that this issue has to be inclusive or exclusive to the hunting ordinance. The size of the property would resolve this issue. The Chief remarked that there needs to be a discussion on larger lot specifications, number of riders, and duration of times.

Mr. Armbruster added that the City does not want 100 bikes on five acres. He explained there are public race tracks for ATVs and motorcycles that resident could take their machines to instead of doing it on their property.

Councilman Boose expressed that going to the larger parcel size is a good recommendation. He wanted to know how would the City restrict the number of riders on a piece of land. Mr. Boose

added that he is interested in being in the discussion to determine how to regulate the number of riders.

Council President Jacobs wanted clarification on how close the sound measure device has to be to the vehicles.

Police Chief Freeman remarked that it depends on the meter. He explained the process. When a police officer visits the property and could hear the noise emitting outside the property boundary line it is a violation of the law. The resident usually lowers the noise level or the issue resolves itself.

Mr. Maleski remarked that for particular bikes the meter is held 20 inches away at 50 rpm.

Police Chief Freeman explained that it depends on the standard to determine the violation. He explained that it is difficult to determine what is noise to a person.

Police Chief Freeman and Mr. Maleski's discussion ensued on the variables for determining noise complaints and what might could happen in court.

Council President Jacobs wanted to know if the possible path would be to mirror the hunting ordinance.

Mr. Armbruster and Police Chief Freeman added if residents have at least 2.5 they could also combine their property to achieve the 5 acres or more requirement. This could be tracked by permits like the hunting ordinance.

Chair Swenk wanted to know where would the permits come from.

Police Chief Freeman noted that the permits are required for hunting and the police department could do it for ATVs. Extra work is needed when notices have to be sent out to adjoining properties; however, Chief Freeman does not think notices are needed for ATVs. This procedure would apply to the owners and lessee of the property.

Councilman Boose suggested putting in the legislation that only the vehicles owned by the property owner or someone who lives on the property are allowed to ride on the property.

Police Chief Freeman noted that ATVs are supposed to be registered.

Mr. Maleski remarked that he was told to stay away from using the term "racetracks" in the legislation because of how difficult it is to use the term for legal matters.

Police Chief Freeman believed that the legislation could serve both sides.

Councilman Abens expressed that with the proposed legislation the minimum acres amount is 3 acres because very few properties in North Ridgeville are under the 5 acres and the residents

would think it's too restrictive. The proposed legislation also has the times when the vehicles could be operated (9 a.m. to dusk). He added that the 200 feet regulation was addressed in the legislation too. Mr. Abens expressed that he does not like this type of ordinance, but there are people in North Ridgeville who would not cooperate with their neighbors. He wanted to know what else is needed to add to the new provisions that were already in T 136-2021 to enforce the issue.

Police Chief Freeman explained that enforceability is not the person. The size of the property is the problem and the 200 feet away from the dwelling is not enough. 200 feet is still close to a house.

Mr. Maleski wanted to know if laws are designed for residents that do not want to be considerate of their neighbors.

Police Chief Freeman agreed something should be in place and he does not think the current proposed legislation is a real resolution to the problems that exist in the City. He reiterated that the acreage required should be increased, an increase is needed for the 200 feet from a residential dwelling, and add in the number of riders allowed.

Discussions ensued regarding the permit process. There would be no charge for the permits.

Mr. Maleski added that the only requirements for the sound meter are that the batteries are current, and the device is recalibrated every time it is used.

Police Chief Freeman believed that there is a point for a sound meter, but it is not addressing the ATV noise issue.

Councilman Abens expressed that he would like to give the police officers something they could enforce if the resident does not stop.

Mr. Armbruster wanted to know if anyone received any complaints from the properties that led to the discussion of this legislation.

Everyone agreed that the issue might still exist in the City.

Discussions ensued on the different sounds that could be considered a noise nuisance.

Mr. Maleski noted that he likes the idea of a permit.

Councilman Boose remarked that all is a good suggestion, but it still does not address the number of riders at once on a single property.

Discussions ensued on how many recreational vehicles could be operating at once on a residential property.

Councilman Boose wanted to know what measurement is used when there is a party and a noise complaint is made for that party.

Police Chief Freeman reiterated that current law states that a police officer could stand at the residential boundary line to see if they could hear the noise. If they could hear the noise the resident would be in violation.

Discussions ensued on the different sounds that could be considered a noise nuisance.

Councilman Boose wanted to know when Mr. Maleski talked to the organizations during his research would they be able to direct the City to other communities that regulate this type of issue.

Mr. Maleski responded with a yes. Placer County, California did something similar for motorcycles with decimal readings and time. Mr. Maleski did not look for a similar regulation in Ohio.

Councilman Boose expressed that he doesn't see anything wrong with creating the legislation, but it would be helpful to see what other communities are doing.

Police Chief Freeman remarked that he would contact local communities (Strongsville and Avon) to get information on what they currently do regarding noise issues with ATVs. He reiterated that he likes where the legislation is going and it does need more.

Councilman Abens wanted to know if there is any problem moving forward with T 135-2021 to define noise and sound.

Mr. Armbruster explained it is best to wait for both legislation, so it doesn't conflict with the Police Chief's enforcement.

Councilman Abens was told that noise is not the legal term and sound is. The change would help with other areas besides ATVs.

Police Chief Freeman recommended the committee hold off on moving T 135-2021 to the City Council and wait until the ATVs issue is resolved.

Mr. Maleski wanted to know what would happen to the request for T 135-2021 and T 136-2021 since the legislation would die in committee. He added that Councilman Clifford Winkel worked on the legislation with him for the first few months.

Mr. Armbruster wanted to make sure the administration could enforce it. He added that Chief Freeman would work on getting some examples and get them back to the committee for review.

The committee had a consensus the legislation is reintroduced with the new information that was gathered. There was no action.

Councilman DeVries believed they are on the right track and he liked what everyone has to say. He thanked Mr. Maleski for being at the meeting. He expressed that the noise from ATVs has always been an issue and something needs to be done to be able to enforce this situation.

The meeting was adjourned at 7:12 p.m.

These minutes were approved on 31st day of May, 2022.



Fijabi Gallam
Assistant Clerk of Council

**NORTH RIDGEVILLE CIVIL SERVICE COMMISSION
MINUTES OF THE
REGULAR MEETING – MONDAY, MAY 23, 2022**

CALL TO ORDER:

The meeting was called to order at 5:00 PM.

ROLL CALL:

Present were Chairman Donald Schiffbauer and Secretary Bill Holland. Also present were Assistant Law Director Toni Morgan, Police Chief Mike Freeman and Assistant Clerk of Council Fijabi Gallam.

Absent was Co-Chairman Sam Spann.

MINUTES:

Chairman Schiffbauer asked if the members had any questions or comments regarding the regular meeting minutes of March 28, 2022.

It was moved by Schiffbauer and seconded by Holland to approve the regular meeting minutes of Monday, March 28, 2022 as presented.

A voice vote was taken and the motion carried.

Yes – 2 No – 0

REPORTS:

None

UNFINISHED BUSINESS:

None

NEW BUSINESS:

(T 65-2022) Ordinance No. 5952-2022 - An ordinance repealing and replacing N.R.C.O. Chapter 264, Civil Service Commission

Chairman Schiffbauer advised that the ordinance was created in order to be able to lateral transfer hiring of police officers from other municipalities into to North Ridgeville Police Department. He discussed that one section stated that no extra credit would be afforded to lateral hires, however; applicants may utilize both the lateral hire process and the Civil Service Commission entrance examination process simultaneously. He asked that if they utilize the Civil Service entrance examination process, would extra credit be counted.

Assistant Law Director Morgan stated that they would.

Chairman Schiffbauer asked that regarding Section 2(d), where it stated that it shall set a reasonable fee for the application process, if the fees would be the same for applications coming in via the Civil Service entrance exam and the lateral transfers.

Assistant Law Director Morgan answered that they would. She explained that looking at the ordinance, at the third "whereas", it stated that the City of North Ridgeville, through its' Charter, has reserved to itself all home rule powers available to a municipality, and pursuant to the authority wishes to implement the use of lateral hires, also known as lateral transfers, into the City's Civil Service structure. She advised that one of the reasons that particular "whereas" was so important was because anytime Civil Service wanted to differ from what's in the ORC an ordinance would be needed. She indicated that it would be a foundation in case there were ever any challenges. She explained that they were trying to follow the Charter, the Civil Service rules and the ORC as closely as they could to make it fit into the program they already have. She added that in Section 264.01 some of that language was directly from the City's Charter stating that the Civil Service Commission shall operate under the North Ridgeville City Charter and according to the general laws of the State of Ohio and went on to say that it shall adopt such other rules, regulations and by-laws as deemed necessary to conduct its business and that language was from the Charter. She mentioned that the next section, Membership, 264.02, that it was language from the Charter as well. She stated that previously Chapter 264 prior to this ordinance had one thing in it about the secretary, so in addition to adding lateral hires they added other items. She explained that the Section on Meetings was wording that already existed as part of the by-laws and Section 264.04 was the only thing previously in 264. She stated that the real meat and potatoes started in 264.05. She discussed that in 264.05(1)(a) & (1)(c) they had already put together an ordinance to amend it. She explained that the reason was that in Section (1)(a) it talked about a Class A Officer but with the negotiations of the new contract, what was an "A" is now a "B". She discussed that the only other change that was brought to their attention by the Chief was (1)(c) under that same section where it said, applicants must be OPOTA "trained" that would be amended to the word "certified" and that it would run parallel to what was currently required. She commented that in looking at Section 2(a) when utilizing lateral hiring, the Civil Service Commission, it was suggested during meetings with the police that to integrate the two, where they usually would certify 10 names after the testing procedure, would change to certify up to 7 names to the certified eligibility list and an additional 3 names may be reviewed from the certified lateral hire list. She explained that the next section under that stated that the list would be active for a year unless they asked for their name to be removed.

Chairman Schiffbauer asked how the three additional lateral transfer names integrated into the list and where would they rank in the 10?

Assistant Law Director Morgan stated that there would be two lists. One list would have 7 names from the Civil Service exam list and the second list would have 3 names from the lateral transfers list. She advised that the Chief would have the discretion on which list to choose from.

Member Holland asked if it would be possible to just select from the lateral list itself and not present the other list.

Assistant Law Director Morgan advised that they would be presented with both lists but it would be possible to choose just from the lateral list.

Member Holland asked if they were to select four names and three were from the lateral list (inaudible)

Police Chief Freeman explained that the way it currently worked was that if there were only three laterals and one was selected and was offered a job, they could pull another lateral name.

Chairman Schiffbauer commented that they could replenish the list.

Police Chief Freeman stated that that was correct. He advised that if they took a name from the Civil Service exam list, Civil Service would give them a new name in those seven. He explained that Member Holland was correct that they could have five lateral transfers and when a name was pulled off, that name would be replaced once they offered him a job and he was hired on.

Assistant Law Director Morgan stated that more and more cities were going towards lateral transfers. She explained that so far she hadn't seen any challenges.

Member Holland (inaudible)

Chairman Schiffbauer advised that the City of Lorain and the Lorain County Sheriff's Department were trading off left and right and he hadn't heard any issues regarding challenges but that it depended on where the officers wanted to go.

Police Chief Freeman explained that the officer would get a higher rate of pay based on their years of experience but they would start at the bottom of the pole. He mentioned that five years of experience wouldn't transfer as seniority to another department and wouldn't affect picking

shifts in terms of preference of night shift or day shift so they kept the union in mind in regards to that.

Assistant Law Director Morgan mentioned that the other areas that she wanted to go over were (d) and (e) that the Civil Service Commission shall fully develop the lateral hire program and advertise for positions, develop, accept and maintain applications, forms, and all related paperwork and that it shall set a reasonable fee for the application process. She explained that the application would be adapted as well and would be provided for the Commission to review. She further explained that any kind of paperwork regarding it would have to mirror Civil Service Rules and Regulations. She discussed that the Commission would communicate with applicants, maintain the integrity of the process, review all the applications for completeness but that the Deputy Clerk of Council would be doing most of that. She stated that they would also develop a lateral hire list for the appointing authority and adjust the existing Civil Service Commission Rules and Regulations to take into account the use of the lateral hire program. She explained that at some point they would need to go through the by-laws. She stated that her intention was to keep them exactly as they were and then add a paragraph or a sentence as needed to accommodate the changes in reference to lateral hires. She mentioned that if they were using the lateral hires more, if it ever were to go away or if they didn't have any for that particular cycle then the rules and regulations would stand.

Chairman Schiffbauer stated that everything besides the lateral transfer appeared to be things they were already doing and that they did a great job capturing everything. He mentioned that people were making choices based on lifestyle, family, culture and happy to move forward with it.

Police Chief Freeman explained that they were in a cycle where they had a new department and an old department and that in about six years what would happen would be that one-third of the work force would be leaving and what he wanted to do with lateral transfers was to try to maintain the maturity of his work force and to have a blend of ages among his staff.

Chairman Schiffbauer stated that the next regular meeting was scheduled for 5:00 PM, Monday, June 27, 2022.

ADJOURNMENT:

It was moved by Schiffbauer and seconded by Holland to adjourn the meeting.

A voice vote was taken and the motion carried.

Yes – 2 No – 0

**NORTH RIDGEVILLE CIVIL SERVICE COMMISSION
REGULAR MEETING – MONDAY, MAY 23, 2022**

PAGE 5

The meeting was adjourned at 5:17PM.

Donald Schiffbauer
Chairman

Tina Wieber
Deputy Clerk of Council, Recording Secretary

Monday, June 27, 2022
Date Approved

**NORTH RIDGEVILLE BOARD OF ZONING AND BUILDING APPEALS
MINUTES OF
REGULAR MEETING – THURSDAY, MAY 26, 2022**

CALL TO ORDER:

Vice-Chairwoman Masterson called the meeting to order with the Pledge of Allegiance at 7:00 PM.

ROLL CALL:

Present were members Neil Thibodeaux, Vice-Chairwoman Linda Masterson, Chairman Kimble and Council Liaison Clifford Winkle.

Absent were members James Cain and Steve Ali.

Also present were Chief Building Official Guy Fursdon, Assistant Law Director Toni Morgan and Deputy Clerk of Council Tina Wieber.

MINUTES:

Chairman Kimble asked if there were any corrections to the minutes of the regular meeting on Thursday, April 28, 2022. Hearing none, the minutes stand as presented.

PLANNING COMMISSION REPORT(S):

None

OTHER REPORTS OR CORRESPONDENCE:

None

PUBLIC HEARINGS:

PPZ2022-0114: Joseph Iacona, 6401 Fawn Lane, PPN 07-00-028-101-127

Applicant: Same

The applicant proposes building a 6-foot high fence on a corner lot. Property is zoned PCD R-1 District. Requests:

1. A 2.5 foot variance for height of a fence located in the front yard. Applicant shows 6 feet, code allows 3.5 feet, Section 1294.01(h)(1)(A).
2. A variance for a 100% solid fence. Applicant shows solid fence, code requires fence to be at least 50% open when located between the building and street line, Section 1294.01(h)(3).

Application was read along with comments from Chief Building Official Fursdon.

Chairwoman Kimble asked if there was a representative present.

Joseph Iacona, 6401 Fawn Lane, North Ridgeville, OH 44039, was sworn in.

Chairman Kimble asked Mr. Kessler to explain the application.

Mr. Iacona explained that his back yard was on a corner lot and he wanted to have a 6-foot high fence to have privacy in the back yard. He stated that the reason they were requesting the variance was because they couldn't go over the building line that was shown on the plat. He discussed that the building line cut off the majority of the back yard and he felt as if they wouldn't be getting the most out of having a fence because it was such a small area. He mentioned that they also have a dog at home that they wanted to be able to let out and run in the back yard. He added that the request was so that they could have privacy and for the dog so they wouldn't have to watch him at all times while he would be out there.

Chairman Kimble remarked that the purpose of the ordinance that the City had in place was due to it being a corner lot, they technically had two front yards even though it was the side of the house and it came down to the safety issue for visibility obstruction or lack of visibility. He stated that the way it was drawn coming off the rear corner of the garage and in consideration of where the driveway was located, he didn't foresee any visibility issues with the design.

Mr. Iacona explained that per his HOA they weren't allowed to go towards the back end of the house and that was why they put it in the back corner of the garage. He stated that he was also planning on keeping it within the twelve foot utility easement and it wouldn't be crossing over that line either.

Moved by Thibodeaux and seconded by Masterson to approve the 2.5 foot variance for height of a fence and 100% closed located in the front yard.

A roll call vote was taken and the motion carried.

Yes – 3 No – 0

PPZ2022-0115: Helen & Armando Serrano, 35347 Elder Street, PPN

07-00-020-105-001, 07-00-020-105-002, 07-00-020-105-003, 07-00-020-105-004

Applicant: Same

The applicant proposes building a 4-foot high fence on a corner lot. Property is zoned RS-2 District. Requests:

1. A 0.5 foot variance for height of a fence located in the front yard. Applicant shows 4 feet, code allows 3.5 feet, Section 1294.01(h)(1)(A).

Application was read along with comments from Chief Building Official Fursdon.

Chairman Kimble asked if there was a representative present.

Helen Armando, 35347 Elder Street, North Ridgeville, OH 44039, was sworn in.

Chairman Kimble asked Ms. Armando to explain the application.

Ms. Armando explained that she had two young children and they lived on a corner lot. She stated that for their safety they wanted to build a fence for their yard. She discussed that the majority of their property was on the western side of the property, the grass area. She remarked that they did have a concrete patio on the south end but most of their usable grass space was on the west side. She stated that for the safety of her children they decided to fence it in and they decided to go with a 4-foot fence because that material was easier to obtain and it gave them the most privacy while still allowing for 75% open visibility. She described that it was a little extra height with a combination of six-foot on the non-street sides.

Chairman Kimble remarked that he saw on the layout it showed 6 feet in one part.

Ms. Armando indicated that it was just the four-foot on the north and the west side and part of the south where it was their neighbor's house line. She stated that the house line from the south side would transition from 6-foot to 4-foot.

Chairman Kimble stated that there was current legislation being put into place to change the ordinance from 3.5 foot to 4-foot, due to the fact that most material bought is four foot. He explained that she probably had the distinction to be the last person to ask for this variance. He further explained that if she were to ask for the fence 60 days from the meeting, she wouldn't have had to go in front of the Board.

Councilman Winkel stated that T58-2022, the legislation that was referenced, would have a third reading in about a week and then would be in play within 30 to 45 days after that.

Moved by Masterson and seconded by Thibodeaux to approve the 0.5 foot variance for height of a fence.

A roll call vote was taken and the motion carried.

Yes – 3 No – 0

Chairman Kimble moved to take a 5 minute recess to give the next applicant time to attend.

A voice vote was taken and the motion carried.

Yes – 3 No – 0

PPZ2022-0117: Ioana Budurean, 36728 Capri Lane, PPN 07-00-031-000-283

Applicant: Ryan Delia, Moscarino Landscape + Design, 25329 Sprague Road, Columbia Station, OH 44028.

The applicant is proposing to install a 5-foot high vinyl semi-private fence in the rear yard of their corner lot. Property is zoned R-1 District. Requests:

1. A 1.5 foot variance for height of a fence located in the front yard. Applicant shows 5 feet, code allows 3.5 feet, Section 1294.01(h)(1)(A).
2. A variance for a 75% closed 25% open fence. Code requires fence to be at least 50% open when located between the building and street line, Section 1294.01(h)(3).

Application was read along with comments from Chief Building Official Fursdon.

Chairman Kimble asked if there was a representative present.

Ryan Delia, 25329 Sprague Rd, Columbia Station, OH 44028, was sworn in.

Chairman Kimble asked Mr. Delia to explain the application.

Mr. Delia explained that the homeowner had a corner lot and was looking to create a sense of enclosure and privacy. He stated that they realized that the traditional 6-

foot fence was out of the question but were hoping to go with something as close to that as possible while still getting as close to the guidelines as possible. He discussed that their backyard was pretty open and exposed along the road. He pointed to the drawing and discussed the location of the house, the driveway and where the backyard living space was and remarked that it felt very exposed. He stated that the homeowners came to him with the hope that he would come up with some solutions. He explained that his idea was that instead of a solid fence all the way around, what if they did a blend of privacy trees and privacy fencing but semi-private. He further explained that the 5-foot tall fence was, according to what the Chairman had just mentioned, 75% closed and 25% open to at least give a little more sense of privacy. He discussed that the way it was designed the fence wasn't going all the way around but just in panels and sections.

Chairman Kimble asked what he meant when he said that it was in panels and sections.

Mr. Delia went to the drawing and pointed out where each section was located and where they would be screening with trees. He stated that he wasn't quite clear on the rule but that he thought it was between building and street and asked if that was correct.

Chairman Kimble stated from the right-of-way. He then showed him where the building line was and that the variance request was to the front yard and since it was a corner lot it had two yards. He showed him where he was protruding into the front yard with certain portions even though it was broken up. He explained that that's when the ordinance kicked in or had to be so high or a percent over.

Mr. Delia commented that that was the challenge, if it was a front yard or a side yard.

Chairman Kimble explained that it was a front yard.

Vice-Chairwoman Masterson asked if the homeowner built the house because it was a brand new subdivision.

Mr. Delia said they did.

Vice-Chairwoman Masterson remarked that they bought the house knowing it was on a corner lot.

Mr. Delia stated that was correct.

Vice-Chairwoman Masterson commented that they would have known that it was exposed.

Mr. Delia stated that they bought the house knowing it was a corner lot but that neither of them were actually Americans and that was the first house they had owned in America. He advised that the wife was Romanian and the husband was Canadian and had just gotten married, had their first child and this was their first house. He stated that in discussions that he had with them early on in the design meetings was letting them know that there were rules with the HOA and that they might have to request a variance and that seemed very new to them. They had asked why they couldn't have a fence all the way around and he told them that they could but that they wouldn't get the results that they wanted. He stated that he told them the best route would be to find a middle ground that was as close to the rules as possible but also give them a little more sense of enclosure and privacy. He mentioned that he believed they bought the lot thinking that they had more lawn but he didn't think they quite grasped the whole privacy thing.

Chairman Kimble discussed that it was confusing for customers when they purchase their home, especially a new development because they think that they have all that extra space not realizing the ordinances that are in place by the City and probably the HOA. He mentioned that the Board wasn't concerned about HOA's and didn't take them into consideration. He explained that he had been by the property and the design was outstanding. He stated that he had a concern about the 75% closed fence with only 25% open. He mentioned that the whole point of the ordinance came down to a safety issue because of visibility or any sort of visible barrier that could block a kid riding a bike or a pedestrian going down a sidewalk and he had a concern about where it was located in conjunction to where the traffic was at, not so much from a traffic perspective on the road. He stated that he drove down and went through both ways and there were stop signs at both intersections and didn't see any traffic problems. He commented that from the TOPO that it was 34.29 feet from the house to the sidewalk and he was roughly estimating they were 22 to 24 feet from the house out. He asked if they were taking

the fence from the house out.

Mr. Delia stated that sounded correct.

Chairman Kimble remarked that if they only had 34 feet to work with and a car was backing out of the driveway and the fence was out 24 feet, with the extra height and more closed he was afraid that no one would be able to see a kid riding a bike down a sidewalk to the last ten feet. He asked if there was any way possible to push the fence back to the corner of the house. He explained that they weren't talking a huge amount of distance from the rear corner.

Mr. Delia advised that he thought they would be agreeable to that.

Chairman Kimble commented that he thought it would open up a lot of visibility. He explained that when the Board made their decisions they were there for life. He further explained that during his time on the Board that he had taken great pride in not doing anything that would potentially be a hazard. He stated that it wouldn't be moving it back more than 15 to 18 feet.

Mr. Delia remarked that he wanted to make sure they were on the same page and referred to the drawing and asked if he was correct on the new location.

Chairman Kimble advised that he was correct. He stated that he didn't believe it would make a difference for what the homeowners were looking for in their backyard and it would still accomplish what they wanted and accomplish the fact that there wouldn't be any safety obstructions.

Mr. Delia commented that he thought they would be amenable to that.

Chairman Kimble stated that they couldn't eliminate every scenario but they could give the best possible scenario to have. He explained that with a 75% closed fence, they had a right angle of fence section and even with the 25% open slots, when backing a car out there would be no way someone would be able to see through one slot to the next at an angle. He mentioned that when backing up at some points it would look 100% closed and there wouldn't be any visibility with a car backing out.

Mr. Delia remarked that it made sense to him. He stated that if that was the proposed solution, that he, as the applicant speaking for the homeowners, would be very comfortable with that.

Chairman Kimble mentioned that he would just have to request that it be modified and they would move on from there if that was what he wanted to do.

Mr. Delia stated that he wanted to request that it be modified.

Chairman Kimble asked Assistant Law Director Morgan if that was enough from a legal perspective.

Assistant Law Director Morgan stated that the Chairman could be more specific when he made the motion for approval and that would be fine.

Chairman Kimble explained that he thought it would solve a lot of the issues and still accomplish the same goal that they were looking for.

Chief Building Official Fursdon stated that he liked the Chairman's thought on it because there was actually 12 feet from where the fence stopped to the right-of-way because there was a 12-foot utility easement there. He explained that if they were talking about a ground sign that would be an ample setback but when you're talking about ground signs and driveways, cars are pulling out and not backing out, so you're cutting down on the visibility by moving that to the back corner of the house and you're giving them more visibility and greater safety.

Moved by Masterson and seconded by Thibodeaux to approve a 1.5 foot variance for height of a fence in a front yard and a variance for a 75% closed 25% open fence with the amendment that the fence is moved to the rear northwest corner of the house.

A roll call vote was taken and the motion carried.

Yes – 3 No – 0

OTHER BUSINESS:

No other business.

ADJOURNMENT:

The meeting was adjourned at 7:32 PM.

Shawn Kimble

Chairman

Thursday, June 23, 2022

Date Approved

Tina Wieber

*Recording Secretary/Deputy Clerk of
Council*

PARKS AND RECREATION COMMISSION
MINUTES OF REGULAR MEETING: April 27, 2022

The meeting was called to order by Chairman Douglas Hayes at 7:30p.m.

ROLL CALL:

Douglas Hayes, Jeff Grigsby, Dennis Boose, Keriann Roach, Jessica Shuleva and Parks and Recreation Director Kevin Fougousse

Excused Absence: Jeff Grigsby

FINALIZATION OF AGENDA:

Motion by Roach, 2nd by Boose for approval of Agenda.

4 – Yes, 0 – No

APPROVAL OF MINUTES:

Approval of minutes from the regularly scheduled meeting on March 23, 2022 meeting.

Amend minutes from March 23, 2022 to add Jessica Shuleva to roll call. Amendment brought forth by Jessica Shuleva.

Motion by Boose, 2nd by Hayes for approval of minutes with the change from the commission meeting on March 23, 2022.

4 – Yes, 0 – No

LOBBY:

None

REPORTS:

COUNCIL LIAISONS REPORT:

Councilman Dennis Boose reported that temporary ordinance 45-2022 to increase the amount for Shady Drive Restroom Addition from \$246,500 to \$255,000 was approved by Council at the April meeting. You will start to see orange barrels if you haven't already for concrete and asphalt resurfacing and or replacement. The sewer project on Center Ridge Road to the east, toward North Olmsted, continues and is slated to be completed later this year.

SCHOOL BOARD LIAISONS REPORT:

No report.

FINANCIAL REPORT:

Parks and Recreation Director Kevin Fougousse discussed the revenues and expenses. Trust Fund revenue in March was \$33,925.06. Trust Fund unencumbered balance through March was \$223,369.01. The Park and Recreation Improvement Fund revenue in March was \$6,922.88. The Park and Recreation Improvement Fund unencumbered balance through March is \$211,455.23. Trust Fund expenses in March were \$22,197.34 and our General Fund expenses in March were \$66,046.07.

DIRECTORS REPORT:

Parks and Recreation Director Kevin Fougousse reported that we received the Draft Scope from NOACA the week of March 21 related to our TLCI Planning Grant. Kim Lieber, Dan Rodriguez and I met to go through the scope and provide input and edits. The draft scope was sent back to NOACA and we are waiting to hear back on the next step in the process. Samuel Janning a student with NRCS is working with us to construct a new shed in South Central Park. The shed will replace the one that currently sits in-front of the pickleball/tennis courts. Excavation work for the Town Center Trail started this week. The fence was installed and the Service Department will pave it. AT&T Building was sold. The sale of the property was communicated with to Old Town Hall Theatre and they would need to have their props, costumes, etc. removed by Friday, May 20. Last but not least we did have our pre-construction meeting with 11th Group and EMD Studio related to the bathroom addition at Shady Drive.

RECREATION SUPERVISOR REPORT:

Fishing Derby is being held on Saturday, May 7 from 7:30a.m-Noon and we currently have 89 pre-registered. The lake will be stocked with trout and we received a \$500 Step Outside Grant through ODNR to help alleviate expenses. Keep Lorain County Beautiful Day is being held on Saturday, May 21 from 9:00a.m.-Noon. Our Tots T-Ball Program starts on May 27 and runs through June 24, at the time of the report we have 92 pre-registered. This is a positive increase of 29 kids over 2021. HIIT Yoga has 09 pre-registered and started on April 4. Stroller Strong which runs on Wednesday's has 06 pre-registered which started on April 6. Senior Adult Irish Dance Exercise Class is a new program that starts on May 2 and we currently have 02 enrolled. Teen & Adult Irish Dance Class starts on May 7, we currently have 01 enrolled. Pre-school Interactive Irish Dance starts on May 3 and we have 2 pre-registered. Kids Irish Dance starts on May 7 and has 02 pre-registered.

GROUNDS MAINTENANCE REPORT:

Kevin Fougousse reported on behalf of Marc Allen. Marc attended training for the ABI Force we purchased. The training took place in Indiana. The training helped Marc understand how the laser grading and machine operates.

OLD BUSINESS:

Keriann Roach asked about the South Central Park Playground. Kevin Fougousse stated we did not receive the NatureWorks grant and we are re-applying. We are still working with Rotary on the project.

NEW BUSINESS:

No new business.

ADJOURNMENT: Meeting adjourned at 7:57p.m.

**NORTH RIDGEVILLE PLANNING COMMISSION
MINUTES OF SPECIAL MEETING
THURSDAY, MAY 19, 2022**

CALL TO ORDER:

Vice-Chairwoman Swallow called the Planning Commission meeting to order with the Pledge of Allegiance at 7:00 PM.

ROLL CALL:

Present were members Paul Graupmann, Vice-Chairwoman Jennifer Swallow and Council Liaison Bruce Abens. Also present were Chief Building Official Guy Fursdon, Assistant Law Director Toni Morgan and Deputy Clerk of Council Tina Wieber.

Absent were Steve Ali and Chairman James Smolik.

MINUTES:

Vice-Chairwoman Swallow asked if the members had a chance to review the minutes of the regular meeting on Tuesday, May 10, 2022. She asked if there were any corrections. Hearing no corrections, the minutes were approved.

NEW BUSINESS:

Beckett Thermal Inc., 38000 Beckett Pkwy North, PPN 07-00-038-000-330

Applicant: Greg Baker, Beckett Thermal Inc., 38000 Beckett Parkway North, North Ridgeville, OH 44039. Proposal consists of constructing a pre-assembled temporary laboratory for burner testing. Property is zoned I-3.

Application and Administrative comments were read.

Vice-Chairwoman Swallow asked the applicant to state his name and address for the record.

Greg Baker, Beckett Thermal Inc., 38000 Beckett Parkway North, North Ridgeville, OH 44039.

Mr. Baker stated that they were looking to install a temporary pre-fabricated building to be placed at the facility in North Ridgeville to perform hydrogen testing on their products. He explained that they were doing the testing to stay ahead of the market as hydrogen was being looked at as an alternative test fuel. He added that they had two other test facilities, one being in England and the other in Italy and that they wanted to compliment those with the proposed facility.

Vice-Chairwoman Swallow asked if that was something that could be done inside the current building.

Mr. Baker remarked that it couldn't.

Member Graupmann asked if there were circumstances that caused the project's need to be expedited.

Mr. Baker replied that there were. He explained that they had several customers that were interested in their project.

Member Graupmann asked if the building would go up quickly.

Mr. Baker indicated that it would and that was why they had opted to go with a prefab building so that it could be transported in and dropped on site. He stated that they were going through the IU (Industrialized Units) with the State of Ohio so that when the building showed up it would already have been certified both electrically for the fire rating and thermally. He explained that because they would be heating and cooling the space, that would lend itself to go through the IU.

Member Graupmann asked if they would be using hydrogen in the building.

Mr. Baker remarked that they would but that they would not be storing hydrogen. He explained that both the hydrogen and propane would be stored outside of the building with the specified distances using the NFPA (National Fire Protection Association) standards for hydrogen. He further explained that the gases would be separated and would come into the building from outside the building and only penetrate through the wall where they would have their test stations. He added that even if there was a leak, that it would go to atmosphere. He explained that the room also had controls in it to provide adequate air changes and that there was one air change a minute. He stated that it would then go up to three air changes a minute if there was a leak detected. He added that there was leak detection inside the building and that the building had a two hour fire rating.

Council Liaison Abens asked if Mr. Baker said that the State certified the electrical.

Mr. Baker indicated that it was in the process.

Council Liaison Abens remarked that it was his understanding that they needed the whole building certified by the State and he wasn't sure that the company could get it done.

Chief Building Official Fursdon stated that they were. He stated that they contacted the Board of Building Standards and that it was his understanding that they gave them an engineer to pick from and that engineer was going up to Canada to do all of the inspections that the State required.

Mr. Baker responded that that was correct.

Vice-Chairwoman Swallow asked if there were any comments or questions from the Commission.

None were given.

Vice-Chairwoman Swallow asked if there were any comments or questions from the Administration.

Assistant Law Director Morgan asked about Fire Department's access to the building, if it was taken into account.

Mr. Baker stated that he had talked to the Assistant Fire Chief and they are going to develop a plan where he would engage in what he would have to do if he had to show up on scene so that they would be aware of how the facility works. He explained that there was external signaling on the panel so that they could see what the level was and what the lower explosive limit was in the room so that when the Assistant Fire Chief came on site, that he would be aware of what was going on in the facility. He indicated that once they moved forward, he would meet with him and develop a plan that would be layed out.

City Engineer Rodriguez mentioned that he saw they had a two inch pvc water line and asked if they were going to have a faucet in the building but no toilets or anything like that.

Mr. Baker discussed that there wouldn't be any sink or toilet. He stated that it was meant to just be a test facility. He explained that they did have floor drains because they would be running water to condition the equipment they would be testing which could be water heaters and boilers so they would need water flowing through it. He stated that the only thing going down the drain would be a potable water. He remarked that they would not be storing any hazardous materials or chemicals in the building and that everything would be exterior, piped in.

It was moved by Grapuman and seconded by Abens to approve the plans.

A roll call vote was taken and the motion carried.

Yes – 3 No – 0

ADJOURNMENT:

The meeting was adjourned at 7:11 PM.

James Smolik
Chairman

Tina Wieber
Deputy Clerk of Council

Tuesday, June 14, 2022

Date Approved



NORTH RIDGEVILLE POLICE DEPARTMENT
Chief Michael Freeman



To: Safety Service Director Armbruster
From: Chief Michael Freeman
Subject: Monthly Activity Report April 2022

The following is a condensed report of select activities performed by the police department for the period covering April **2022**. All figures herein have been compiled from the records of this department.

PATROL DIVISION ACTIVITY

	This Period	Year to Date	PYTD
Officer Activity	2400	10,288	9889
Calls for Service	1002	4260	3888
Traffic Citations	325	1321	1159
Traffic Detail Citations/Arrests	114	474	430
Parking Citations	11	54	43
Criminal Arrests	54	271	251
Warnings	116	455	1410
Total Work Hours	4694	19,474	19,053
Accidents Investigated	34	167	153
Accident Citations	27	108	100
DUI Arrests	11	37	42

DETECTIVE BUREAU ACTIVITY

	This Period	Year to Date	PYTD
Total Current Case Load	33	n/a	n/a
Cases Cleared by Arrest	1	30	14
Cases Placed in Open Inactive	2	7	7
Cases Unfounded	2	7	5
Cases Cleared Exceptionally	0	2	10
Criminal Arrests this Period	8	78	37
Total Work Hours	778	3118	2979

DISPATCH ACTIVITY

	This Period	YTD	PYTD
Number of Calls Received	915	3756	3364
Number of Persons On Station	125	356	244
Total Work Hours	581	2383.5	2692

FLEET MILEAGE INFORMATION

*Vehicle mileage will be completed once per quarter

April 2022

Vehicle ID#	License#	Vehicle Year	Current Odometer
X-112	1	2012	1159
X-115	509	2014	98,263
X-119	47	2014	84,496
X-122	41	2015	96,695
X-123	54	2015	99,800
X-128	51	2015	85,071
X-129	504	2015	84,447
X-132	505	2016	74,710
X-133	609	2016	71,894
X-134	38	2016	85,245
X-135	37	2016	71,460
X-137	Jeep	2015	71,393
X-138	76	2017	70,545
X-139	607	2017	63,947
X-140	503	2017	35,540
X-141	75	2017	59,605
X-142	610	2017	75,909
X-143	604	2018	91,957
X-144	79	2018	49,000
X-145	603	2018	72,500
X-146	70	2018	38,500
X-147	48	2018	70,141
X-151	39	2019	38,107
X-152	606	2019	65,959
X-153	42	2019	38,717
X-154	74	2019	35,500
X-155	601	2019	37,321
X-157	57	2020	36,500
X-158	63	2020	20,700
X-159	49	2020	19,887
X-160	50	2020	21,574

X-161	77	2020	30,300
X-163	611	2021	5,500
X-164	608	2021	6,065
X-165	600	2021	14,627
X-166	602	2021	22,344
X-167	605	2021	16,890
X-168	Jeep	2009	34,347

While this statistical synopsis in no way accounts for all of the activities that this department is tasked with performing, it does provide for, in very general terms, a brief overview of some of the more common police tasks.

Sincerely,

Michael Freeman
Chief of Police



NORTH RIDGEVILLE POLICE DEPARTMENT
Officer Support Car Program Activity
 April 2022



ACTIONS TAKEN IN SUPPORT CAR

Date	Location	Activity	Disposition	Minutes	Unit
4/4/22	SR 83 / Lorain Rd	Accident Non-Injury	Citations / Report	9	42
4/4/22	SR 83 / Lorain Rd	Accident Non-Injury	Assisted #42	5	49
4/6/22	Motel 6 - 32751 Lorain Rd.	Disturbance	GOA	10	57
4/9/22	Root Rd / Sicily	Traffic Stop	Assisted #41	7	42
4/10/22	SR 83 / US 20	Traffic Stop	Verbal warning / Marked lanes	3	50
4/11/22	SR 83 / Mildred	Traffic Stop	Verbal warning / Speed	5	50
4/12/22	Sugar Ridge / Line Dr.	Traffic Stop	Verbal warning / Speed	3	77
4/15/22	Sheetz - 32390 Lorain Rd.	Suspicious Person	Checks OK	15	77
4/16/22	US 20 / SR 83	Traffic Complaint / DMV	Assisted	13	50
4/17/22	8922 Jordan Cir.	Alarm	Checks OK	6	77
4/19/22	Stoney Ridge / Avalon	Traffic Stop	Verbal warning	5	75
4/20/22	SR 10 EB / Alt 83 Exit Ramp	Traffic Stop	Verbal warning	3	54
4/21/22	Bainbridge Rd / Pop Schultz	Traffic Stop	Assisted #42	2	41
4/24/22	36896 Chestnut Ridge Rd	Suspicious Condition	Checks OK	9	42
4/28/22	I 480 WB	Reckless Operation	GOA	10	57
4/29/22	US 20 / Ridgeview	Accident Non-Injury	OH-1	10	39
Total Time		Minutes	Hours	115	1.92



TRUST FUND REVENUE (275):

Month	2021 Fiscal Year	2022 Fiscal Year	Difference + / -	Percentage +/-
January	\$10,504.55	\$24,138.96	(+) \$13,634.41	(+) 129.79%
February	\$18,907.28	\$30,111.32	(+) \$11,204.04	(+) 59.36%
March	\$22,709.53	\$33,925.06	(+) \$11,215.53	(+) 49.39%
April	\$28,485.28	\$22,365.57	(-) \$6,119.71	(-) 21.48%
Total	\$80,606.64	\$110,540.91	(+) \$29,934.27	(+) 37.14%

Unencumbered balance in April 2022: \$223,369.01

PARK AND RECREATION IMPROVEMENT FUND REVENUE (280):

Month	2021 Fiscal Year	2022 Fiscal Year	Difference + / -	Percentage +/-
January	\$7,750.00	\$1,656.71	(-) \$6,093.29	(-) 78.62%
February	\$9,772.95	\$2,654.10	(-) \$7,118.85	(-) 72.84%
March	\$12,634.97	\$6,922.88	(-) \$5,712.09	(-) 45.21%
April	\$6,506.58	\$2,659.90	(-) \$3,846.68	(-) 59.12%
Total	\$36,664.50	\$13,893.59	(-) \$22,770.91	(-) 62.11%

Unencumbered balance in April 2022: \$211,455.23

GENERAL FUND EXPENSES (185):

Month	2021 Fiscal Year	2022 Fiscal Year
January	\$47,457.66	\$67,119.38
February	\$72,654.21	\$62,179.88
March	\$54,527.42	\$66,046.07
April	\$69,243.57	\$77,108.58
Total	\$243,882.86	\$272,453.91

TRUST FUND EXPENSES (275):

Month	2021 Fiscal Year	2022 Fiscal Year
January	\$6,915.75	\$22,798.28
February	\$10,474.39	\$14,752.73
March	\$13,522.35	\$22,197.34
April	\$14,118.40	\$16,671.30
Total	\$45,030.89	\$76,419.65

DIRECTORS REPORT:

Kevin McDowell:

The Grounds Maintenance Department hired Kevin McDowell to fill the vacant position of Maintenance Technician. Kevin comes to us from Aqua Marine Apartments as he served as their Service Technician since 2017. Kevin has over 11 years of maintenance experience. We had 30 + applicants for the position. Kevin started with the City on Monday, May 9. Kevin seems to be fitting in extremely well and we are happy to have him apart of our team.

John Galippo:

After 17 years John Galippo is leaving the City. John has accepted a new position as a laborer with Sheffield Lake. John's last day with the City was Friday, May 20. We wish John nothing but the best and want to thank him for all the hard work over the last 17 years.

PROGRAM REPORT:

Program Name: Fishing Derby

Date: May 7, 2022

Time: 7:30a.m.-Noon

Program Description:

The Fishing Derby on May 7th turned out to be a beautiful day. Unfortunately the forecast leading up to the event was less than ideal. We ended up having around 80 at the event out of the 120 that pre-registered. We had a strong showing of volunteers from the North Ridgeville Fire Department and the North Ridgeville Fishing Club.

Program Name: Youth Tennis Program

Ages: 4-6 / 7-9 / 10-14 year olds

Dates: Session I: June 6-June 22

Days: M / W

Instructor: Eric Hodge, USPTR Professional

Location: South Central Park Pickleball/Tennis Courts

Enrollment:

4-6: 10 (full)

7-9: 09 (full)

10-14: 09

Program Description:

Are you looking for a new sports experience for your child? How about a professionally run introduction to a sport of a life time. Eric is a certified USPTR professional for over 20 years. Head tennis professional at Force Sports Rocky River for the past 7 years. As graduate and resident of North Ridgeville he is looking forward to working with the youth of the community. All participants should bring water, sunscreen & racquet.

Program Name: Men's Basketball League

Date: June - August

Current Enrollment: 03 teams (as of 05.17.2022)

Program Description:

5v5 men's basketball open recreation league. Teams will play an 8 game regular season, followed by a single elimination tournament.

Program Name: Touch A Truck: Sponsored By: Legacy Roofing & Keller Williams Citywide

Date: Saturday, June 4

Time: 10:00AM-2:00PM

Location: Shady Drive Complex

Program Description:

Get up close and personal with all kinds of big trucks! This unique event encourages children (and adults!) to touch vehicles, ask questions and even climb inside to take in the view from the driver's seat.

North Ridgeville Parks and Recreation will have a sensory friendly version of the popular event. The first 2 hours of this event we will be sensory friendly. Climb in and check out your favorite trucks & emergency vehicles without the lights, sirens and horns! Organized for children that are sensitive and people with Autism Spectrum Disorder in mind. This way, everyone can enjoy the cool diggers, dumpers, and emergency vehicles without upsetting lights and noises. Contact Melissa Shirley for more information.

Program Name: Safetyville
Date: June 6-10 & June 13-17
Time: 8:00a.m.-2:45p.m.

Current Enrollment

Session I	36
Session II	36
Session III	36
Session IV	21
Session V	17
Session VI	35
Session VII	16
Session VIII	10
Total:	207

Program Description:

The North Ridgeville Police Department is sponsoring its annual Safetyville program. The program provides an educational setting in which children are exposed to various safety topics with regard to traffic, school bus, stranger danger, 911, fire safety, and more. The children receive their lessons inside an enclosed classroom and practice these lessons outside within a realistic miniature village. Each session is one week. The Safetyville program is for kids entering kindergarten in the fall of 2022, but is not a prerequisite for kindergarten. Numbers are down -120 kids over 2021 but only down -48 kids over 2019.

Program Name: All Levels Yoga
Date: THURS. 5/5/2022 - 6/9/2022
Time: 7:30PM - 8:30PM
Current Enrollment: 11

Program Description:

Our class, beginners to experienced students, will do poses focusing on alignment, focus-point and breath. The class is a low-to-medium paced flow of movement. You will receive personalized instruction in this 6-week course that shows the fundamentals of yoga. You will explore classic yoga poses, learn healthy body alignment, experiment with modifications and props, and become comfortable with the nature of yoga. Each session is 6 weeks.

Program Name: Preschool Yoga
Date: WED. 4/27/2022 - 5/18/2022
Time: 5:30PM - 6:30PM
Current Enrollment: 05

Program Description:

Children ages 3-6 will use play, songs, books and dancing to learn different yoga poses and strategies to help them develop body awareness, self-control, flexibility and strength. Preschoolers will enhance their creativity, confidence and coordination through the duration of class. Minimal parental involvement encouraged.

Program Name: Summer Adventure Camp
Date: June 6-August 12 (10 weeks)
Time: 7:30AM-5:30PM
Enrollment: 300 kids (All 10 weeks of Summer Camp are FULL)

Program Description:

Summer break is just around the corner and you don't have a babysitter. What are you going to do? North Ridgeville Summer Adventure Camp is the perfect place for your child. Camp will provide your child with opportunities to make new friends, play games, make art projects, and enjoy a small snack. Emergency medical forms must be completed and turned in prior. Be sure to pack a non-perishable lunch and drink, bring a bathing suit, towel, sunscreen, and tennis shoes each day! We will be going on a field trip each week and have special guests throughout the summer.

City of North Ridgeville Revenue Report

Accounts: 101.150.000000 to 410.600.422012

As Of: 1/1/2022 to 4/30/2022

Include Inactive Accounts: No

Account	Description	Budget	MTD Revenue	YTD Revenue	Uncollected	% Collected
270	CEMETERY			Target Percent:		33.33%
DEPT: 000						
270.000.500531	LOT SALES	\$15,000.00	\$1,000.00	\$4,500.00	\$10,500.00	30.00%
270.000.500532	BURIALS	\$13,000.00	\$900.00	\$4,575.00	\$8,425.00	35.19%
270.000.500547	CHARGES FOR SERVICES	\$2,000.00	\$750.00	\$2,050.00	(\$50.00)	102.50%
270.000.700110	INTEREST INCOME	\$1,000.00	\$193.82	\$781.98	\$218.02	78.20%
270.000.800300	REIMBURSEMENT STATE BURIAL, INDI	\$0.00	\$0.00	\$0.00	\$0.00	N/A
270.000.800892	OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	DEPT: 000 Totals:	\$31,000.00	\$2,843.82	\$11,906.98	\$19,093.02	38.41%
270 Total:		\$31,000.00	\$2,843.82	\$11,906.98	\$19,093.02	38.41%
275	PARK & RECREATION TRUST			Target Percent:		33.33%
DEPT: 000						
275.000.000000	PARK & REC TRUST FUND	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.000.400110	GRANT PROCEEDS	\$0.00	\$0.00	\$500.00	(\$500.00)	N/A
275.000.500547	CHARGES FOR SERVICES	\$257,000.00	\$22,171.75	\$108,525.50	\$148,474.50	42.23%
275.000.500556	CONCESSION SALES	\$17,000.00	\$0.00	\$0.00	\$17,000.00	0.00%
275.000.700110	INTEREST INCOME	\$2,000.00	\$193.82	\$755.40	\$1,244.60	37.77%
275.000.800892	OTHER REVENUE	\$0.00	\$0.00	\$760.01	(\$760.01)	N/A
	DEPT: 000 Totals:	\$276,000.00	\$22,365.57	\$110,540.91	\$165,459.09	40.05%
275 Total:		\$276,000.00	\$22,365.57	\$110,540.91	\$165,459.09	40.05%
280	PARK & RECREATION IMPROVEMENT			Target Percent:		33.33%
DEPT: 000						
280.000.000000	PARK & REC IMP FUND	\$0.00	\$0.00	\$0.00	\$0.00	N/A
280.000.422130	P & R TRAIL GRANT PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	N/A
280.000.620250	BUILDING FEES	\$83,000.00	\$2,500.00	\$13,250.00	\$69,750.00	15.96%
280.000.700110	INTEREST INCOME	\$2,000.00	\$159.90	\$643.59	\$1,356.41	32.18%
280.000.800892	OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	DEPT: 000 Totals:	\$85,000.00	\$2,659.90	\$13,893.59	\$71,106.41	16.35%
280 Total:		\$85,000.00	\$2,659.90	\$13,893.59	\$71,106.41	16.35%
Grand Total:		\$392,000.00	\$27,869.29	\$136,341.48	\$255,658.52	34.78%
				Target Percent:		33.33%

City of North Ridgeville

Statement of Cash Position with MTD Totals

From: 1/1/2022 to 4/30/2022

Funds: 275 to 280

Include Inactive Accounts: No

Page Break on Fund: No

Fund	Description	Beginning Balance	Net Revenue MTD	Net Revenue YTD	Net Expenses MTD	Net Expenses YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
275	PARK & RECREATION TRUST	\$307,548.04	\$22,365.57	\$110,540.91	\$16,671.30	\$76,419.65	\$341,669.30	\$118,300.29	\$223,369.01
280	PARK & RECREATION IMPROVEMENT	\$269,031.14	\$2,659.90	\$13,893.59	\$34,320.00	\$34,320.00	\$248,604.73	\$37,149.50	\$211,455.23
Grand Total:		<u>\$576,579.18</u>	<u>\$25,025.47</u>	<u>\$124,434.50</u>	<u>\$50,991.30</u>	<u>\$110,739.65</u>	<u>\$590,274.03</u>	<u>\$155,449.79</u>	<u>\$434,824.24</u>

City of North Ridgeville Expense Report

Accounts: 101.185.100101 to 101.185.417024

As Of: 1/1/2022 to 4/30/2022

Include Inactive Accounts: No

Include Pre-Encumbrances: No

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
101	GENERAL					Target Percent:	33.33%	
PARK & RECREATION								
101.185.100101	WAGES-SUPER	\$75,300.00	\$8,715.51	\$26,075.66	\$49,224.34	\$0.00	\$49,224.34	34.63%
101.185.100102	WAGES-STAFF	\$313,000.00	\$31,992.60	\$95,521.79	\$217,478.21	\$0.00	\$217,478.21	30.52%
101.185.100111	INCENTIVE PAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.100117	RETIREE/SEPARATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.100120	OVERTIME	\$3,000.00	\$34.88	\$318.63	\$2,681.37	\$0.00	\$2,681.37	10.62%
101.185.100127	CT CASH OUT	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	0.00%
101.185.100128	COMP ABSENCES	\$1,000.00	\$0.00	\$181.44	\$818.56	\$0.00	\$818.56	18.14%
101.185.100130	LONGEVITY	\$6,100.00	\$2,500.00	\$4,700.00	\$1,400.00	\$0.00	\$1,400.00	77.05%
101.185.100190	OTHER COMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.120125	EMPLOYEE BENEFITS	\$146,000.00	\$11,435.59	\$45,000.65	\$100,999.35	\$4,608.33	\$96,391.02	33.98%
101.185.120127	EMPLOYER HSA CONTRIBU	\$2,250.00	\$0.00	\$2,250.00	\$0.00	\$0.00	\$0.00	100.00%
101.185.120155	RETIREMENT	\$72,500.00	\$4,885.00	\$27,487.56	\$45,012.44	\$0.00	\$45,012.44	37.91%
101.185.130100	MEMBERSHIP/EDUCATION	\$8,250.00	\$316.25	\$316.25	\$7,933.75	\$0.00	\$7,933.75	3.83%
101.185.130120	TRAVEL/TRANSPORTATION	\$3,000.00	\$89.88	\$89.88	\$2,910.12	\$363.12	\$2,547.00	15.10%
101.185.130130	UNIFORMS	\$2,765.06	\$97.62	\$391.86	\$2,373.20	\$2,297.20	\$76.00	97.25%
101.185.130150	PHYSICAL EXAMS	\$500.00	\$0.00	\$164.00	\$336.00	\$328.00	\$8.00	98.40%
101.185.210100	OFFICE SUPPLIES	\$1,000.00	\$0.00	\$333.08	\$666.92	\$666.92	\$0.00	100.00%
101.185.215100	OPERATING SUPPLIES	\$3,000.00	\$567.46	\$1,407.32	\$1,592.68	\$692.68	\$900.00	70.00%
101.185.215115	JANITORIAL SUPPLIES	\$3,000.00	\$669.53	\$866.98	\$2,133.02	\$1,633.02	\$500.00	83.33%
101.185.215240	FUEL	\$10,000.00	\$1,141.32	\$4,335.75	\$5,664.25	\$0.00	\$5,664.25	43.36%
101.185.215270	SMALL TOOLS / EQUIPMEN	\$2,000.00	\$575.04	\$874.04	\$1,125.96	\$125.96	\$1,000.00	50.00%
101.185.215290	OTHER OPERATING SUPPL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.220100	FACILITIES MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.310110	ELECTRIC	\$36,000.00	\$3,296.90	\$18,240.67	\$17,759.33	\$17,759.33	\$0.00	100.00%
101.185.310120	WATER / SEWER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.310130	NATURAL GAS / OIL	\$1,200.00	\$136.41	\$709.52	\$490.48	\$490.48	\$0.00	100.00%
101.185.310190	OTHER UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.315100	COMMUNICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.315110	PHONE	\$750.00	\$60.00	\$180.00	\$570.00	\$540.00	\$30.00	96.00%
101.185.315120	CELLULAR PHONE / DATA	\$2,682.03	\$193.12	\$739.39	\$1,942.64	\$1,942.64	\$0.00	100.00%
101.185.315130	NETWORK / INTERNET / CA	\$1,800.00	\$146.56	\$572.12	\$1,227.88	\$1,107.88	\$120.00	93.33%
101.185.315140	ELECT. MEDIA/SUBSCRIPTI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.315190	OTHER COMMUNICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.315200	ADVERTISING	\$500.00	\$0.00	\$451.19	\$48.81	\$34.00	\$14.81	97.04%
101.185.320110	M&R EQUIP CTY GARAGE	\$14,000.00	\$901.50	\$8,962.06	\$5,037.94	\$0.00	\$5,037.94	64.01%
101.185.320120	M&R EQUIPMENT - EXTERN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A

Expense Report
As Of: 1/1/2022 to 4/30/2022

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
101.185.320130	EQUIPMENT SRV PLANS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.320210	M&R VEHICLES-CTY GARA	\$13,000.00	\$0.23	\$6,948.72	\$6,051.28	\$0.00	\$6,051.28	53.45%
101.185.320420	M&R BUILDINGS	\$6,265.00	\$530.00	\$1,060.00	\$5,205.00	\$2,385.00	\$2,820.00	54.99%
101.185.320500	M&R LANDS & GROUNDS	\$30,081.46	\$2,902.37	\$5,809.17	\$24,272.29	\$23,937.29	\$335.00	98.89%
101.185.320810	M & R OFFICE EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.320830	SRV PLANS OFFICE EQUIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.325100	EQUIPMENT RENTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.330160	INFORMATION TECHNOLO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.330190	OTHER PROFESSIONAL SE	\$8,157.46	\$2,106.52	\$3,329.24	\$4,828.22	\$3,052.22	\$1,776.00	78.23%
101.185.340100	INSURANCE	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$4,325.43	\$674.57	86.51%
101.185.350220	CONTRACT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.350455	CUSTODIAL	\$37,724.15	\$3,130.22	\$12,272.08	\$25,452.07	\$25,323.91	\$128.16	99.66%
101.185.350800	IT LICENSES & SUPPORT	\$1,000.00	\$0.00	\$119.99	\$880.01	\$600.00	\$280.01	72.00%
101.185.360320	VEHICLE LEASE	\$13,000.00	\$392.46	\$1,569.84	\$11,430.16	\$10,849.58	\$580.58	95.53%
101.185.400030	EQUIPMENT LEASING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.400031	MAINT/SVC AGREEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.400033	COPIERS/PRINTERS	\$3,750.00	\$291.61	\$1,175.03	\$2,574.97	\$2,574.97	\$0.00	100.00%
101.185.400050	EQUIPMENT OUTLAY	\$15,500.00	\$0.00	\$0.00	\$15,500.00	\$11,092.00	\$4,408.00	71.56%
101.185.400051	NON-CAPITALIZED EQUIPM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.417024	VICTORY PARK PAVING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	PARK & RECREATION Totals:	\$846,075.16	\$77,108.58	\$272,453.91	\$573,621.25	\$116,729.96	\$456,891.29	46.00%
101 Total:		\$846,075.16	\$77,108.58	\$272,453.91	\$573,621.25	\$116,729.96	\$456,891.29	46.00%
Grand Total:		\$846,075.16	\$77,108.58	\$272,453.91	\$573,621.25	\$116,729.96	\$456,891.29	46.00%

Target Percent: 33.33%

City of North Ridgeville Expense Report

Accounts: 275.380.100102 to 275.380.510050

As Of: 1/1/2022 to 4/30/2022

Include Inactive Accounts: No

Include Pre-Encumbrances: No

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
275	PARK & RECREATION TRUST					Target Percent:	33.33%	
PARK & RECREATION TRUST								
275.380.100102	WAGES-COMM EDUCATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.100103	WAGES-SCP	\$78,900.00	\$503.68	\$3,762.61	\$75,137.39	\$0.00	\$75,137.39	4.77%
275.380.120125	EMPLOYEE BENEFITS	\$2,800.00	\$108.72	\$451.09	\$2,348.91	\$943.44	\$1,405.47	49.80%
275.380.120155	RETIREMENT	\$11,100.00	\$46.48	\$526.71	\$10,573.29	\$0.00	\$10,573.29	4.75%
275.380.210100	OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.215100	OPERATING SUPPLIES	\$7,200.00	\$5,021.76	\$5,021.76	\$2,178.24	\$1,278.24	\$900.00	87.50%
275.380.215201	BB-SUPP/EXP	\$17,500.00	\$829.50	\$1,684.50	\$15,815.50	\$15,400.10	\$415.40	97.63%
275.380.215204	COM ED-SUPP/EXP	\$10,818.61	\$1,930.70	\$3,564.74	\$7,253.87	\$6,830.07	\$423.80	96.08%
275.380.215208	SPECIAL EVENTS	\$36,635.37	\$3.75	\$1,754.10	\$34,881.27	\$10,421.27	\$24,460.00	33.23%
275.380.215212	SPORTS-SUPP/EXP	\$25,125.04	\$1,322.00	\$11,698.64	\$13,426.40	\$7,359.60	\$6,066.80	75.85%
275.380.215216	CLINICS-SUPP/EXP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.215219	CONCESSIONS-SUPP/EXP	\$10,000.00	\$0.00	\$336.00	\$9,664.00	\$8,000.00	\$1,664.00	83.36%
275.380.215270	SMALL TOOLS / EQUIPMEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.215290	OTHER OPERATING SUPPL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.315100	COMMUNICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.315110	PHONE	\$400.00	\$0.00	\$0.00	\$400.00	\$399.00	\$1.00	99.75%
275.380.315120	CELLULAR PHONE / DATA	\$870.48	\$90.00	\$301.68	\$568.80	\$568.80	\$0.00	100.00%
275.380.315130	NETWORK / INTERNET / CA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.315140	ELECT. MEDIA/SUBSCRIPTI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.315190	OTHER COMMUNICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.315300	POSTAGE	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$300.00	0.00%
275.380.315403	BROCHURES ETC	\$14,600.00	\$0.00	\$4,037.79	\$10,562.21	\$2,400.00	\$8,162.21	44.09%
275.380.330130	ENGINEERING SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.330140	PLANNING / DEVELOPMEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.330190	OTHER PROFESSIONAL SV	\$30,112.75	\$420.30	\$13,354.60	\$16,758.15	\$2,202.15	\$14,556.00	51.66%
275.380.350112	MERCHANT SERVICE FEES	\$6,000.00	\$598.07	\$2,226.45	\$3,773.55	\$0.00	\$3,773.55	37.11%
275.380.350201	BB-CONTRACT SVC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.350204	COM ED-CONTRACT SVCS	\$35,363.40	\$3,118.35	\$10,683.02	\$24,680.38	\$4,680.38	\$20,000.00	43.44%
275.380.350212	SPORTS-CONTRACT SVCS	\$33,000.00	\$0.00	\$11,100.00	\$21,900.00	\$0.00	\$21,900.00	33.64%
275.380.350216	CLINICS-CONTRACT SVCS	\$5,200.00	\$2,240.00	\$2,240.00	\$2,960.00	\$2,760.00	\$200.00	96.15%
275.380.350219	CONCESSIONS-CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.350800	IT LICENSES & SUPPORT	\$4,100.00	\$0.00	\$0.00	\$4,100.00	\$3,650.00	\$450.00	89.02%
275.380.350807	OTHER - SFTWR EXP	\$1,100.00	\$97.99	\$371.96	\$728.04	\$683.92	\$44.12	95.99%
275.380.400030	EQUIPMENT LEASING	\$10,200.00	\$0.00	\$0.00	\$10,200.00	\$10,136.32	\$63.68	99.38%
275.380.400031	MAINT/SVC AGREEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.400050	EQUIPMENT OUTLAY	\$49,600.00	\$0.00	\$2,499.00	\$47,101.00	\$40,587.00	\$6,514.00	86.87%

Expense Report
As Of: 1/1/2022 to 4/30/2022

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
275.380.400051	NON-CAPITALIZED EQUIPM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.415304	SD ACCESSIBLE WALKWAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.510050	REFUNDS	\$1,000.00	\$340.00	\$805.00	\$195.00	\$0.00	\$195.00	80.50%
PARK & RECREATION TRUST Totals:		<u>\$391,925.65</u>	<u>\$16,671.30</u>	<u>\$76,419.65</u>	<u>\$315,506.00</u>	<u>\$118,300.29</u>	<u>\$197,205.71</u>	<u>49.68%</u>
275 Total:		\$391,925.65	\$16,671.30	\$76,419.65	\$315,506.00	\$118,300.29	\$197,205.71	49.68%
Grand Total:		\$391,925.65	\$16,671.30	\$76,419.65	\$315,506.00	\$118,300.29	\$197,205.71	49.68%

Target Percent: 33.33%



CITY OF NORTH RIDGEVILLE
CITY COUNCIL COMMITTEE REPORT
SAFETY COMMITTEE



DATE: May 31, 2022

COUNCIL MEETING: June 6, 2022

REFERRED TO: N/A

Members of Council:

We have considered the matter(s) of:

T 84-2022 AN ORDINANCE AMENDING THE PENALTY SECTION OF N.R.C.O. SECTION 432.30, STOPPING FOR SCHOOL BUS.

(Introduced by Councilwoman Holly Swenk; First Reading on 5/16/2022)

Motion: Moved by DeVries and seconded by Abens to table T 84-2022 for further discussion.
Voice Vote: 3-0

Discussion to amend certain sections of N.R.C.O Chapter 476, Snowmobiles, Off-Highway Motorcycles and All-Purpose Vehicles.

Motion: Moved by Swenk and seconded by DeVries to have the Law Department draft legislation with the requested changes, and for the Clerk to add new temporary numbers to be reintroduced.
Voice Vote: 3-0

Printed: May 31, 2022

Signed: June 6, 2022

Member: Bruce Abens Member: _____

Member: Martin DeVries Member: _____

Chairperson: Holly Swenk Chairperson: _____

DATE:	June 6, 2022	1 ST READING:	June 6, 2022
INTRODUCED BY:	Mayor Corcoran	2 ND READING:	
REFERRED BY:		3 RD READING:	
TEMPORARY NO:	T 87-2022	ADOPTED:	
		EMERGENCY:	

ORDINANCE NO.

**AN ORDINANCE AMENDING EXHIBIT B OF
ORDINANCE 5596-2018 AND SUBSEQUENT
AMENDMENTS THERETO IN ORDER TO ESTABLISH
THE COMPENSATION AND BENEFITS AFFORDED TO
DEPARTMENT HEADS AND CERTAIN DISCRETIONARY
EMPLOYEES.**

WHEREAS, City Council and the Administration wish to amend Exhibit B of the Department Head Ordinance No. 5596-2018 by making certain sections comparable to the AFSCME contract; and

WHEREAS, currently Section 6 (B), Vacation Eligibility, states the following:

- B. Vacation leave shall be taken within twelve (12) months after credited and shall expire at the end of that period if not used; and

WHEREAS, a provision regarding longevity needs to be added since currently there is none.

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

SECTION 1. Exhibit B of Ordinance No. 5596-2018 shall be amended as follows:

Section 6 –Vacation

B. Eligibility

An employee who has five (5) or more years of service shall be permitted to cash in some vacation time which has accrued and been posted to their account on the date of the employee’s next anniversary date. This election shall take place prior to the employee’s anniversary date with payment to be made (once per employee’s anniversary year) in the payroll period that includes the employee’s anniversary date. No payment of vacation time which is anticipated to post to the employee’s account shall be made prior to the anniversary date upon which the anticipated vacation time will accrue to the account. In no event shall an employee cash in more than one-half (1/2) of their annual vacation.

SECTION 2. Exhibit B of Ordinance No. 5596-2018 shall be amended as follows:

D. Carryover of Vacation

An employee shall be permitted to carry over up to forty (40) hours of vacation for use within six (6) months of the employee's anniversary date on approval of the Department Head and Safety-Service Director. Any vacation time remaining in an employee's account on his/her anniversary date after any carryover, up to but not exceeding one-half (1/2) of the employee's annual vacation allowance will be automatically cashed out and paid to the employee at their regular rate of pay.

SECTION 3. The following section regarding Longevity shall be added to Exhibit B of Ordinance 5596-2018:

SECTION 13 - LONGEVITY

A. For all employees covered by this Ordinance, longevity shall be paid according to the following schedule. Longevity will be paid in a lump sum on the first pay period following the anniversary date of the employee's employment. Longevity shall continue to be awarded on the employee's successive anniversary date in accordance with this schedule.

5th Anniversary	\$ 800.00	15th Anniversary	\$2,000.00
6th Anniversary	\$ 800.00	16th Anniversary	\$2,100.00
7th Anniversary	\$ 800.00	17th Anniversary	\$2,200.00
8th Anniversary	\$1,300.00	18th Anniversary	\$2,300.00
9th Anniversary	\$1,400.00	19th Anniversary	\$2,400.00
10th Anniversary	\$1,500.00	20th Anniversary	\$2,500.00
11th Anniversary	\$1,600.00	21th Anniversary	\$2,600.00
12th Anniversary	\$1,700.00	22th Anniversary	\$2,700.00
13th Anniversary	\$1,800.00	23th Anniversary	\$2,800.00
14th Anniversary	\$1,900.00	28th Anniversary	\$3,000.00

For all employees hired after the adoption of this agreement, upon an employee's twenty-third (23rd) anniversary date and every year up to his/her twenty-eighth (28th) anniversary, the employee shall receive two thousand eight hundred (\$2,800.00) dollars, annually. Upon his/her twenty-eighth (28th) anniversary date and thereafter, the employee shall receive three thousand (\$3,000.00) dollars, annually. In no event shall the maximum amount paid under this Section exceed three thousand (\$3,000.00) dollars, annually, to any single employee

B. The Employer will pay longevity payments in a separate check. Longevity payments shall be prorated for those employees on any unpaid status in excess of thirty (30)

days during the year. Longevity payments shall not be paid on the same pay period as any leave cash outs.

SECTION 4. This amending ordinance shall be retroactive to January 1, 2022.

SECTION 5. 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 6. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

EXHIBIT "B"

Section 1 - Positions Covered

Mayor (as it applies to pension pick-up and insurance programs only)
Safety-Service Director
Engineer
Assistant Engineer
Civil Engineer I (EI)
Civil Engineer II (PE)
Auditor
Deputy Auditor
Treasurer
Chief Building Inspector
Asst. Chief Building Inspector
Parks & Recreation Director
Superintendent of the French Creek WWTP
Asst. Superintendent of the French Creek WWTP
Laboratory Manager
Superintendent of the Service Department
Director of the Department of Public Utilities
Clerk of Mayor's Court, CMC
Clerk of Mayor's Court
Assistant Clerk of Council, CMC
Assistant Clerk of Council
Director of the Department of Older Adult Services
Case Manager
ISD/Network Coordinator
Assistant Law Director/Prosecutor
Prosecutor
Human Resource Director
Inc Tax Administrator
Office Administrator
Director of Planning and Economic Development Director

SECTION 2 - NORMAL HOURS OF WORK

The normal work period shall generally be forty (40) hours of work over a seven (7) day period, starting at 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday, but may be varied at the discretion of the Mayor and/or Safety-Service Director. Employees shall generally be scheduled for five (5) eight (8) hours workdays within the applicable seven (7) day period, which may be varied from time to time, at the discretion of the Mayor and/or Safety-Service Director. An employee's scheduled hours of work shall be exclusive of any lunch period which shall be unpaid. The general lunch period shall be thirty (30) or sixty (60) minutes as determined by the Mayor and/or Safety-Service Director.

Regular daily work hours shall be set by the Mayor and/or Safety-Service Director and may vary as determined by the Mayor and/or Safety-Service Director.

SECTION 3 - OVERTIME ELIGIBILITY

Each position listed above in Section I shall be designated as exempt or non-covered pursuant to the FLSA for overtime eligibility purposes.

Exempt and non-covered employees designated by the City shall not be eligible for overtime.

SECTION 4 - SICK LEAVE

A. Definition of Sick Leave

Sick leave shall be defined as an absence with pay necessitated by:

- A. Illness or injury to the employee;
- B. Disabilities due to pregnancy or delivery of child;
- C. For bonding with a newborn or adopted child of the employee for a period not to exceed two (2) weeks from the date of the child's birth;
- D. Exposure of the employee to contagious disease deemed communicable to other employees and determined to be a health and safety issue by the Mayor/designee;
- E. Illness or injury in the employee's immediate family.

B. Definition of Immediate Family

Where the use of sick leave is due to illness or injury to the employee's immediate family, "immediate family" shall be defined to include only the employee, employee's spouse, employee's children, and employee's parents.

C. Accumulation of Sick Leave

Employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked in active pay status and shall accumulate such sick leave for future use to an unlimited amount. Hours worked or in active pay status in excess of eighty (80) during a pay period shall not be eligible for additional sick leave accrual. Employees shall not accrue sick leave as a result of any separation payout made pursuant to subsection D below.

D. Payment Upon Separation

Upon the occurrence of any of the following events, an employee who has completed ten (10) years of continued service with the Employer shall be entitled to a cash payment of the value of the herein defined amount of earned and unused sick leave hours:

- 1) Retirement of the employee;
- 2) Disability retirement of the employee'
- 3) Death of the employee; and
- 4) Separation from employment for any reason except termination for cause.

Any employee qualifying pursuant to the above provisions of this article shall be entitled to receive a cash payment equal to his/her hourly base rate of pay at that time of the occurrence of an above-listed event up to but not exceeding five hundred (500) hours of pay as certified by the City Auditor. If the qualifying employee is deceased, the payment shall be made pursuant to the provisions of the Ohio Revised Code 2113.04.

E. Reporting Off Work

An employee who is to be absent on sick leave shall notify the Mayor or his/her designee of such absence and the reason therefore at least one-half (1/2) hour after the start of his/her work shift each day he/she is absent, except in unusual circumstances or with permission of the Mayor /designee. Failure to properly report off work shall be cause for discipline.

F. Charging of Sick Leave

Sick leave may be used in segments of not less than one-half of one hour (30 minutes). The Auditor's office shall be responsible for tracking sick leave usage and balances.

G. Documentation Justifying Use of Sick Leave

Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness /injury of the employee, or of a qualifying family member of the employee, as may be satisfactory to justify the use of sick leave, or may require the employee to be examined by a physician, paid for by the Employer and selected by the Mayor and/ or Safety-

Service Director. In any event, an employee absent on sick leave must supply a written and signed statement on a form provided by the Employer attesting to his/her illness to be eligible for payment of sick leave. For an absence in excess of three (3) working days or for accumulated absences of five (5) or more days in a rolling sixty (60) day period the Employee shall be required to present a doctor's certificate at the employee's expense to justify the use, and payment of sick leave or receive approval from the Safety-Service Director.

If the employee fails to submit proof of illness/injury of the employee or a qualifying family member of the employee upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Mayor and /or Safety-Service Director finds that there is no satisfactory evidence of illness/injury of the employee or of a qualifying relative of the employee sufficient to justify the employee's absence, such leave shall be considered unauthorized leave and may be without pay. Unauthorized absence without leave may subject the employee to discipline.

H. Return to Duty Medical Examination

The Safety-Service Director or his/her designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated by the Employer (at the Employer's expense) to establish that the employee is mentally and physically capable of performing the essential functions of his/her position and that his/her return to duty will not jeopardize the health and safety of the employee or other employees.

I. Fitness for Duty Medical Examination

If the Employer has a reasonable basis for believing that an employee is no longer mentally and/or physically capable of performing the essential functions of his/her position or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for work which disqualifies the employee for return to work, the Employer and the employee will meet to discuss possible alternatives and/or accommodations.

J. Discipline

An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents, or abuse of sick leave as determined by the Employer, is grounds for disciplinary action.

SECTION 5 - PAID SICK LEAVE DONATION

- A. Policy: It shall be the policy of the Employer that employees with accumulated Sick Leave may donate paid Sick Leave to a fellow employee who, in strictly serious or catastrophic cases, is in need of assistance and has exhausted all of their available leave/time.
- B. Purpose: The purpose of this program is to:
- (A) allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to circumstances necessitating the use of Sick Leave as set forth in Section 4(A) above (Sick Leave);
 - (B) establish strict guidelines for the implementation of donation of paid Sick Leave time; and
 - (C) to protect the investment the Employer has made in an employee in an effort to retain that employee.
- C. Eligibility: Any full-time employee listed in Section 1 above is eligible, after one year of service, to apply for the benefit of this policy. The employee must apply through the Mayor or Safety-Service Director. ALL of the following must apply to the circumstances of the recipient employee:
- (A) the employee is not eligible for Worker's Compensation benefits;
 - (B) the employee has not been disciplined at any level for patterned use of sick leave within the previous three (3) years;
 - (C) the employee has exhausted all accrued time available to him/her including sick time, personal time, comp time, vacation time, merit time or holiday (or birthday time), and
 - (D) the employee can, if requested, provide documentation through medical records that there is a bona fide medical reason for his/her inability to work.
- D. Duration: The maximum length of time that an employee may receive benefits under this program is eight (8) pay periods.
- E. Participation of Donor Employee:
- (A) Any full-time employee is eligible after one (1) year of service and may choose to participate in the sick leave donation program.
 - (B) An employee must have and maintain a minimum of eight weeks (320 hours) of accumulated Sick Leave to be eligible to participate as a donor.
 - (C) An employee who is donating paid leave may donate up to forty (40) hours of sick leave per donee per incident, in increments no less than eight (8) hours. An employee may donate to an eligible recipient employee repeatedly.
- F. Application Review: Upon receiving an application for sick leave donation, the Mayor or Safety Service Director shall review the application and:

- (A) Evaluate whether there has or has not been any documented disciplinary action at any level for the patterned use of sick leave or abuse of sick leave within the previous three (3) years by the donor employee in their department; and
- (B) Verify that the cause of absence is not work-related.
- (C) The application is then forwarded to the Auditor's Office for review and verification that the employee has no time (of any nature) available to the credit of their account. The application is then forwarded to the Mayor's Office for approval or denial. If all eligibility requirements have been met and the application is approved, the application shall be returned to the Auditor's Office for disbursement proceedings. Transfer Participation Forms are to be distributed to all Department Heads and Area Stewards for leave donations. If any eligibility requirement is not met, the application is denied and returned to the applicant who shall be advised as to the reason for denial.

G. Disbursement of Donated Sick Leave: Upon receiving an approved application, the Auditor's Office shall credit the employee approved for the donation of sick time hours under this policy and disburse in the following manner:

- (A) Any time the employee has accrued shall be used first; and
- (B) Then on a rotating basis from employees that have signed up to donate; the first person submitting paperwork to donate shall be docked first, then the next person, and so on. Any donor employee's accumulated paid leave shall be reduced in eight (8) hour increments.

The transfer of benefits shall be calculated on a prorated basis to be determined by the rate of pay of the donor employee for the donee employee.

H. Recovery of Donated Sick Leave: In the event that an employee who has received benefits under this program are reimbursed in any manner for the lost work time covered by this benefit, the employee must reimburse the Employer for the pay that was received. The donor employee shall be credited with the hours donated.

I. Unexpended balance of donated Sick Leave: An employee receiving donated Sick Leave who returns to work may retain up to forty (40) hours of donated Sick Leave. Donated Sick Leave will not be eligible for cash conversion by the recipient.

SECTION 6 - VACATIONA. Accrual Amount for Full-Time Employees

All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of employment with the Employer, as follows:

1 to 4 years	= 10 days, 80 hours, or 2 weeks
5 to 9 years	= 15 days, 120 hours, or 3 weeks
10 to 14 years	= 20 days, 160 hours, or 4 weeks
15 to 19 years	= 25 days, 200 hours, or 5 weeks
20 and over	= 30 days, 240 hours, or 6 weeks

Vacation is not earned while an employee is in no-pay status (leave of absence, disciplinary suspensions, etc.).

In order to attract qualified candidates at the time of hiring, the Mayor shall have the authority to grant a newly hired full-time employee vacation credit. At the Mayor's discretion, the employee shall have a specific number of years credited to him/her and shall be placed on the vacation schedule above. The employee shall then progress forward accordingly on the vacation schedule with the credited time applied in the same manner as if it had accrued by term of service. Any vacation service credit shall be documented in writing and placed in the employee's personnel file by the City Auditor. The Mayor shall have said right notwithstanding Ordinance 2287-88 which generally prohibits granting of vacation credit for prior public service.

Any credit already given by the Mayor to any employee currently occupying one of the positions identified in Section 1 shall continue to be honored until said employee's separation from employment.

B. Eligibility

An employee who has five (5) or more years of service shall be permitted to cash in some vacation time which has accrued and been posted to their account on the date of the employee's next anniversary date. This election shall take place prior to the employee's anniversary date with payment to be made (once per employee's anniversary year) in the payroll period that includes the employee's anniversary date. No payment of vacation time which is anticipated to post to the employee's account shall be made prior to the anniversary date upon which the anticipated vacation time will accrue to the account. In no event shall an employee cash in more than one-half (1/2) of their annual vacation.

C. Scheduling of Vacation

During the first quarter of each calendar year, employees may be given an opportunity to indicate

their vacation preference on a form provided by the Employer. As necessary, a written vacation schedule may be prepared by the Employer. Where two or more employees have requested the same vacation dates, and operational needs do not permit granting all of the requests, at the Employer's discretion vacation preference may be given to employees according to seniority. Any employee who fails to make his/her vacation application during the appropriate period, if any, will be given his/her vacation leave without regard to seniority based upon when the application was made.

Employees shall be allowed to take their vacation in one (1) week increments, not to exceed two (2) consecutive weeks, unless an exception is approved by the Safety-Service Director in advance of the proposed vacation. Employees may take vacation in one (1) day segments, providing the employee requests such time off at least forty-eight (48) hours in advance, and the Employer grants such request

D. Carryover of Vacation

An employee shall be permitted to carry over up to forty (40) hours of vacation for use within six (6) months of the employee's anniversary date on approval of the Department Head and Safety-Service Director. Any vacation time remaining in an employee's account on his/her anniversary date after any carryover, up to but not exceeding one-half (1/2) of the employee's annual vacation allowance will be automatically cashed out and paid to the employee at their regular rate of pay.

E. Payment Upon Separation

If an employee eligible to receive vacation is separated from employment voluntarily or involuntarily prior to taking his/her vacation, he/she shall receive any fully earned but unused vacation leave accrued under Section A above. If the employee is deceased, the payment shall be made pursuant to the provisions of Ohio Revised Code §2113.04

SECTION 7 - UNPAID LEAVES OF ABSENCE

A. Medical Leave of Absence

An employee who has completed his/her probationary period and who has exhausted all available leave balances shall be granted a leave of absence for a period not to exceed one hundred eighty (180) days because of personal illness or injury or on account of pregnancy upon the request of the employee with sufficient supporting medical evidence. The length of the leave granted will be based upon the Employer's review of the supporting medical evidence. Such leave shall be without pay or benefits except that health insurance shall be provided during leaves of one hundred eighty (180) days or less. Any leave granted under this Section may be extended at the discretion of the Mayor/Safety-Service Director.

B. Military Leave

See Ordinance Ord. 4032-2004.

SECTION 8 - INSURANCE PROGRAMS

The City shall provide medical, dental, and prescription Insurance Programs as determined by the Mayor or his designee to all full-time employees and non-full-time employees as otherwise required by law. All employees enrolled in the Insurance Programs shall contribute monthly toward the premium cost for said insurance at the rate established by the Mayor/designee. The applicable employee contribution for any Insurance Program will be determined by using the actuarially calculated based COBRA rates if any. The employee contribution will be at the percentages defined above of those COBRA rate figures rounded to the nearest dollar. These figures may be adjusted based upon updates to the base COBRA rate. Employee contributions shall be withheld in equal or roughly equal monthly installments from the first two payrolls paid each month. Contributions withheld for each month will be for that month's enrollment (i.e., amounts withheld in January will be for January enrollment).

SECTION 9 - LIFE INSURANCE

All Department Heads, Supervisory Personnel and Confidential Employees designated by City ordinance shall be supplied life insurance in the amount equal to that which is provided to members of the AFSCME bargaining unit for life insurance pursuant to the terms of the collective bargaining agreement. Said life insurance shall be provided at no cost to the employee.

SECTION 10 - SCHOOL COST REIMBURSEMENT

An employee who takes an Employer approved college course, or work-related training course, or seminar, shall be reimbursed the actual costs of such training course, including the cost of course textbooks verifiable by receipt in an amount not to exceed \$5,250.00 per year. In order to be reimbursed, the employee must receive a grade of "C" or better, or the equivalent. The employee must obtain written approval of the Mayor or his designee in advance of enrollment to be reimbursed.

SECTION 11 - TRACKING OF LEAVE

The Auditor shall track all leave balances (accumulation and use of leave) in accordance with the rules established by the applicable sections above and/or any policies and procedures established by the Mayor/Safety-Service Director, including but not limited to the City of North Ridgeville Employee Handbook as amended from time to time by the Mayor.

SECTION 12 - PENSION PICK-UP

A. The Employer's method of payment of salary and the provision of fringe benefits for all

employees who are members of OPERS (referred to herein as "Covered Employees") shall be modified as follows, in order to provide for a salary reduction pick-up and, for certain Covered Employees, a fringe benefit pick-up of employee contributions to OPERS, in accordance with Code Section 414(h)(2) and the rulings thereunder.

- B. The total annual salary and salary per pay period for each Covered Employee shall be the salary otherwise payable per-ordinance and applicable Employer policies. Such total annual salary and salary per pay period of each Covered Employee shall be payable by the Employer in two (2) parts: (1) deferred salary and (2) cash salary. A Covered Employee's deferred salary shall be equal to the percentage of his/her total annual salary or salary per pay period which is required to be paid to OPERS as an employee contribution under OPERS; and such amount shall be paid by the Employer directly to OPERS on behalf of the said employee as a "salary reduction pick-up" of the OPERS employee contribution of said employee. A Covered Employee's cash salary shall be equal to his/her total annual salary or salary per pay period less the amount of the salary reduction pick-up for said employee and shall be payable to him, subject to applicable payroll deductions. Notwithstanding the preceding, as an additional fringe benefit of employment on behalf of Covered Employees the Employer shall pay directly to OPERS, as an employee contribution under OPERS, an amount equal to four (4%) percent of the salary of such employees in lieu of such amount being deducted from the total annual salary or salary per pay period of such employees and paid to OPERS as deferred salary pursuant to the salary reduction pick-up. The payment of the said amount in lieu of part of the salary reduction pick-up is hereinafter referred to as the "fringe benefit pick-up." The cash salary of Covered Employees entitled to the fringe benefit pick-up shall be the total annual salary or salary per pay period of such employees less the remaining salary reduction pick-up, subject to applicable payroll deductions.
- C. The salary reduction pick-up, but not the fringe benefit pick-up, shall be included in the Covered Employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.
- D. The salary reduction pick-up and fringe benefit pick-up by the Employer of a Covered Employee's contributions to OPERS shall be mandatory for all Covered Employees. No Covered Employees shall have the option of choosing the pick-up amounts directly instead of having them paid by the Employer to OPERS.
- E. The Employer shall fulfill its income tax reporting and withholding responsibilities for each Covered Employee in such manner as is required by applicable federal, state, and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Employer's understanding that the fringe benefit pick-up is not subject to any income or employment taxes; and that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his/her total annual salary less the amount of the salary reduction pick-up (i.e., his/her cash salary) while applicable federal employment tax laws (i.e., the Medicare tax law) require it, and municipal

income tax laws may require it to report as an employee's gross income his/her total annual salary including the amount of the salary reduction pick-up.

- F. The Employer shall take all acts necessary and appropriate to ensure the continued implementation of this resolution, including but not limited to, making applications to the Internal Revenue Service and the Board administering the OPERS program to determine the requirements of the Internal Revenue Service and such Board in connection with such pick-up plan. The Employer reserves the right to modify the terms of this pick-up to the extent it reasonably deems is necessary for obtaining the approval of OPERS and/or the Internal Revenue Service.
- G. Pension pick-up as set forth above shall apply to the position of Mayor beginning the term following the adoption of this Ordinance.

SECTION 13 - LONGEVITY

- A. For all employees covered by this Ordinance, longevity shall be paid according to the following schedule. Longevity will be paid in a lump sum on the first pay period following the anniversary date of the employee's employment. Longevity shall continue to be awarded on the employee's successive anniversary date in accordance with this schedule.

5th Anniversary	\$ 800.00	15th Anniversary	\$2,000.00
6th Anniversary	\$ 800.00	16th Anniversary	\$2,100.00
7th Anniversary	\$ 800.00	17th Anniversary	\$2,200.00
8th Anniversary	\$1,300.00	18th Anniversary	\$2,300.00
9th Anniversary	\$1,400.00	19th Anniversary	\$2,400.00
10th Anniversary	\$1,500.00	20th Anniversary	\$2,500.00
11th Anniversary	\$1,600.00	21th Anniversary	\$2,600.00
12th Anniversary	\$1,700.00	22th Anniversary	\$2,700.00
13th Anniversary	\$1,800.00	23th Anniversary	\$2,800.00
14th Anniversary	\$1,900.00	28th Anniversary	\$3,000.00

For all employees hired after the adoption of this agreement, upon an employee's twenty-third (23rd) anniversary date and every year up to his/her twenty-eighth (28th) anniversary, the employee shall receive two thousand eight hundred (\$2,800.00) dollars, annually. Upon his/her twenty-eighth (28th) anniversary date and thereafter, the employee shall receive three thousand (\$3,000.00) dollars, annually. In no event shall the maximum amount paid under this Section exceed three thousand (\$3,000.00) dollars, annually, to any single employee

DATE: June 6, 2022
 INTRODUCED BY: Mayor Corcoran
 REFERRED BY: _____
 TEMPORARY NO: T 88-2022

1ST READING: June 6, 2022
 2ND READING: _____
 3RD READING: _____
 ADOPTED: _____
 EMERGENCY: _____

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE, OHIO, TO ENTER INTO A CONTRACT WITH THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION (SERGEANTS AND LIEUTENANTS) (GOLD UNIT).

WHEREAS, City Council and the Administration of the City of North Ridgeville, Ohio, have conducted extensive negotiations with the Ohio Patrolmen’s Benevolent Association (Sergeants and Lieutenants) (Gold Unit) as the bargaining representative for its members and such negotiations have resulted in a tentative agreement between the parties.

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 and directed to enter into an agreement with the Ohio Patrolmen’s Benevolent Association (Sergeants and Lieutenants) (Gold Unit), upon the terms and conditions as substantially (allowing for possible non-substantive grammatical corrections or format adjustments) set forth in Exhibit “A” attached hereto and made a part hereof as though fully rewritten herein, on behalf of all of the employees in the bargaining unit.

SECTION 2. Said contract shall be effective January 1, 2021, through December 31, 2023, and shall be deemed retroactively effective to that date of commencement as to all terms therein, except wages and/or compensation as set forth in Exhibit “A”, as if this ratifying Ordinance was adopted prior to January 1, 2021.

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

Ordinance No.

Page 2.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED: _____

MAYOR

EXHIBIT "A"

AN AGREEMENT

between

THE CITY OF NORTH RIDGEVILLE, OHIO

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
(SERGEANTS AND LIEUTENANTS)
(GOLD UNIT)

Effective: January 1, 2021

Expires: December 31, 2023

<u>ARTICLE</u>		<u>Page</u>
1	Preamble.....	1
2	Purpose and Intent	1
3	Recognition	1
4	Dues Deduction	1
5	Management Rights	2
6	No-Strike.....	2
7	Non-Discrimination	3
8	Employee Rights	3
9	Rules and Regulations	4
10	Substance Testing and Assistance	5
11	Shift Changes.....	8
12	Work Schedule and Hours.....	9
13	Overtime and Court Appearances.....	10
14	Probationary Period	11
15	Holidays.....	12
16	Vacation.....	12
17	Sick Leave	13
18	Injury on Duty.....	16
19	Bereavement Leave	16
20	Education	17
21	College Incentive Program	17
22	Union Rights.....	17
23	Clothing Allowance	18
24	Insurances	18
25	Longevity.....	20
26	Wage Rates	20
27	Service Handgun	22
28	Liability.....	22
29	Gender and Plural	22
30	Headings	22
31	Obligation to Negotiate.....	22
32	Disciplinary Procedure	23
33	Grievance Procedure.....	25
34	Arbitration Procedure	27
35	Employer Pension "Pick Up"	27
36	Copies of Agreement	29
37	Duration	29
38	Total Agreement	29
39	Conformity to Law	29
40	Promotions.....	30
41	Personnel Files.....	30
42	Layoff/Recall	31
43	Military Leave.....	31
44	Consolidation of Dispatch Operations.....	31
45	Execution	32

ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Ridgeville, Ohio, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA."

ARTICLE 2 PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) to promote fair and reasonable working conditions; 3) to promote individual efficiency and service to the citizens of the City of North Ridgeville, Ohio; 4) to avoid interruption or interference with the efficient operations of the Employer's business; 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

3.01 The Employer hereby recognizes the OPBA as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees in the Police Department occupying the positions of sergeant and lieutenant. Excluding all patrolmen, dispatchers, records clerks, administrative secretaries, detectives, part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 4 DUES DEDUCTION

4.01 During the term of this Agreement, the Employer shall deduct regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deduction shall be made from the first check of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, provided the employee's check is sufficient to cover this deduction.

4.02 The Employer agrees to supply the OPBA with a list of those employees for whom the deductions have been made.

4.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the OPBA as appropriate, within thirty (30) calendar days from the date of making said deductions.

4.04 The OPBA hereby agrees to hold the Employer harmless from all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

4.05 The parties agree the fair share fees are no longer applicable, and to reopen this Section should a state or federal authority reinstate them.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, suspend, and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement consistent with Civil Service Rules and Regulations; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement, consistent with Civil Service Rules and Regulations; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either the process or equipment, or both; 10) select and locate buildings and other facilities; 11) determine work standards and the quality of work to be produced; 12) establish, expand, transfer, and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work.

5.02 In addition, the OPBA agrees that all the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6 NO-STRIKE

6.01 The OPBA through its elected officers does hereby affirm and agree that it will not directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any unlawful strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the OPBA shall always cooperate with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the OPBA shall immediately notify all employees that the unlawful strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the OPBA and order all employees to return to work immediately.

6.03 It is further agreed that any violation of the above will be sufficient grounds for disciplinary action.

6.04 The Employer agrees that it shall not lock-out any employees for the duration of this Agreement.

6.05 In the event of layoffs, the Employer will conduct all layoffs in compliance with the Ohio Revised Code, Section 124.

ARTICLE 7 NON-DISCRIMINATION

7.01 The Employer and the OPBA agree not to unlawfully discriminate against any employee(s) based on race, color, religion, national origin, age, sex, or disability.

7.02 The Employer and the OPBA recognize the right of all employees to be free to join the OPBA and to participate in lawful OPBA activities. Thereafter, the Employer and the OPBA agree there shall be no discrimination by the Employer or the OPBA against any employee because of OPBA membership or non-membership.

ARTICLES EMPLOYEE RIGHTS

8.01 Bargaining unit members shall have the right to be represented by a Union Officer or the Union's Legal Counsel, upon his/her request, at all times during the interrogation when it relates to his/her continued fitness for law enforcement service, or when the investigation could result in criminal charges.

8.02 Bargaining unit members shall have the right to be completely informed of their rights prior to the commencement of the interrogation if he/she could be placed under arrest as the result of the investigation.

8.03 Bargaining unit members shall have the right to be informed at least twenty-four (24) hours in advance, except in emergency, of the nature of the investigation before any interrogation commences.

8.04 Bargaining unit members shall have the right to be informed at the initial contact if they are to be interrogated as a witness only.

8.05 Bargaining unit members shall have the right for all formal interrogation to be recorded and no one has the right to make unrecorded statements or ask unrecorded questions. Bargaining unit members shall have the right to make a separate recording of any interrogation at the time of the interrogation.

8.06 Bargaining unit members shall have the right that at any one time, all questions must be directed through only one interrogator,

8.07 The interrogation shall take place at a location designated by the Chief of Police and at a reasonable hour for all persons concerned.

8.08 Bargaining unit members shall have the right to be advised of any or all punitive action that could result from the investigation and interrogation.

8.09 Bargaining unit members shall have the right to be represented by a Union Officer of their choice, during any interrogation that could result in punitive action.

8.10 No truth detection devices or tests shall be administered to a bargaining unit member without his/her consent. Any test(s) agreed to must be given by a licensed operator.

ARTICLE 9

RULES AND REGULATIONS

9.01 The OPBA agrees that its members shall comply with all Police Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that the discriminatory application of departmental rules and regulations which affect working conditions and performance shall be subject to the Grievance Procedure herein contained.

9.02 Work schedules shall demonstrate an equitable rotation of days off and shifts worked within the calendar year. This rotation shall prevail for any employee in a working group. For the purposes of this Agreement, working group is defined as a unit of employees working in the same division who are called upon to perform similar duties in their daily activity. The Union and the City agree to implement an equitable system of shift preferences by allowing the Union member employees to arrange working groups by seniority. There shall be no across-the-board mandatory shift rotations. Shift preferences shall be made every six months when the Department is operating with an eight hour per day shift schedule, and once per year when the Department is operating with a Consolidated Work Week twelve-hour shift schedule. When an employee retires or leaves the Department, the City shall offer the position in the shift rotation to the next senior employee with the same shift preference until it is accepted. If no employee with the same preferences accepts the position, it shall be assigned by the City on a seniority preference basis. The City shall have the right to reassign employees consistent with the needs of the department on a temporary basis not to exceed 90 days with reasonable notice to the employee. Seniority shall be based upon the date of hire and service number of the employee for patrolmen and date of promotion for promoted employees. Notwithstanding the terms of this Article, all probationary employees may be required to rotate shifts. All current work rules and regulations shall be made available to each employee. Any changes in the work rules and regulations shall be given to each employee prior to the effective date of the new rule or regulation.

For the purpose of clarifying certain portions of Section 9.02 of the current labor agreement between the City of North Ridgeville and the OPBA, the parties agree that the following is understood to be the intent of this section, and as such agree to its content;

- 1) Within any working group, shift preferences by reason of seniority shall be maintained even if the senior employee's preference is contrary to the preferences of the other two less senior employees in the immediate working group rotation. Shift assignments will be based on seniority only.
- 2) Rotating shift preference shall only be allowed to fill a vacant rotation slot or if a three-employee rotation group can be created. Rotation preference shall not force others to rotate.
- 3) Regarding the transfer of a non-temporary employee from one working group to another (example: COPS officer reassigned to regular patrol, or detective reassigned to patrol); if an employee is transferred from one working group to another, the employee's shift assignment shall be based upon that employee's shift preference as dictated by his or her seniority. As such, the senior reassigned employee shall hold "bump rights" over less senior employees who in turn will be moved down in their working group, to another group rotation if need be.

- 4) It is understood that when a vacancy in a working group shift rotation occurs due to retirement or resignation of an employee, the City shall post the vacancy for seven (7) calendar days, to allow the position in the shift to be filled by the next senior employee. If by the end of the seven-day period, no one has opted to fill the vacancy in the shift group rotation, the City shall assign the position on a seniority basis.

9.03 It is understood by the parties that the Chief of Police shall have the power and authority to change assignments and schedules without advance notice in cases involving emergencies or special events.

ARTICLE 10 SUBSTANCE TESTING AND ASSISTANCE

10.01. Policy and General Prohibitions.

- (1) It is the policy of the Employer to maintain an alcohol and drug free workplace which will enhance the health, safety, security, and performance of bargaining unit members. Employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being under the influence of any illegal drug or controlled substance not prescribed by a physician while on duty. Employees shall not report to work or remain on duty while under the influence of illegal drugs or alcohol. Violation of this Article will result in disciplinary action up to and including termination.
- (2) When any controlled substance, narcotics, or hallucinogens are prescribed, which would affect the member's performance while on duty or on any approved extra-duty employment, the member shall notify their superior officer that he or she is on such medication and what limitations its use may place on them.
- (3) No employee shall appear for duty, or be on duty, if any of the following apply:
 - a. the employee is under the influence of any controlled substance, narcotics, or hallucinogens unless the substance was prescribed by a physician and the employee has notified and showed written proof of the prescription to his immediate supervisor;
 - b. the employee has a concentration of four-hundredths of one percent (0.04%) or more by weight of alcohol in the blood;
 - c. the employee has a concentration of four-hundredths (0.04) of one gram or more by weight of alcohol per 210 liters of his breath.
 - d. No employee shall refuse to take any the following required:
 - Random Testing,
 - Reasonable-Suspicion Testing,
 - Post-Accident Testing,
 - Unannounced Intermittent Testing,
 - Return-to-Duty Testing,
 - After the use of force resulting in death or serious bodily injury.

- e. Any employee who attempts to alter or adversely affect a drug/alcohol test shall be deemed to have refused to submit to the test and will be subject to disciplinary action, up to and including termination.

10.02 Subsequent Use of Test Results

Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. The employee shall provide a signed release for disclosure of all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by law, or as necessary to defend any disciplinary action taken against the employee as the result of a positive test.

10.03 Test Reliability and Chain of Custody

- (1) All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing.
- (2) All specimens identified as positive in the initial drug test (screen) shall be confirmed using the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being more accurate than the gas chromatography/mass spectrometry method.
- (3) In the event the confirmatory test confirms the results of the first test, the Employer will proceed with sanctions as set forth in this article.
- (4) In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test shall be determinative, except in those instances where the first test and confirmatory test indicated the presence of adulterant(s).

10.04 Random Testing

Random drug testing may be conducted not more than two (2) times in a calendar year, with no more than twenty-five (25%) percent of bargaining unit employees being tested each time. Only the Chief of Police shall order employees to submit to random drug testing. Selection of those employees to be randomly tested shall be by lottery conducted by the testing laboratory. An employee selected and subjected to testing may not be required to submit to hair testing more than one time in a twelve (12) month period.

10.05 Post-Accident Testing

- (1) Post-Accident testing may at the discretion of the employer be conducted if an employee is in a motor vehicle accident while operating a motor vehicle within the course and scope of his employment *if* the accident involved a fatality or a serious bodily injury and the employee is deemed at fault or there is a question as to fault.

(2) An employee who is subject to post-accident testing shall remain readily available for up to eight (8) hours upon formal notification from the employer for such testing or may be deemed to have refused to submit to testing. If the employee is called in to take a post-accident test, he or she shall be entitled to two (2) hours of call-in pay. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for a period necessary to obtain assistance in responding to the accident or to obtain necessary medical care. The City will make every effort to expedite the testing.

a. Alcohol Testing

- i. Any employee required to take a post-accident alcohol test shall not use alcohol for eight (8) hours following the accident or until the employee undergoes a post-accident test and is informed that the results are negative, whichever occurs sooner.
- ii. If an alcohol test is not administered within eight hours following the accident, attempts to administer an alcohol test shall cease, and the supervisors shall prepare a written record stating the reasons the test was not administered.

b. Drug Testing

If a drug test is not administered to the employee within thirty-two (32) hours following the accident, attempts to administer a drug test shall cease, and the supervisor shall prepare and maintain on file a written record stating the reasons the test was not administered.

10.06 Unannounced, Intermittent Testing

(1) If an employee is not discharged following the employee's positive drug/alcohol test, because of a random, reasonable-suspicion, or post-accident test, the employee will be subject to unannounced, intermittent drug/alcohol tests as a condition of the employee's return to work, performed according to the following guidelines:

a. Alcohol Testing

When an alcohol test reveals an alcohol concentration of .04 or above, the employee will be subject to twelve (12) unannounced, intermittent tests for a period not to exceed twelve (12) months.

b. Drug Testing

When an employee tests positive for drug use, the employee will be subject to eight (8) unannounced, intermittent tests for a period not to exceed twelve (12) months.

(2) Unannounced intermittent testing is in addition to random/reasonable suspicion testing.

10.07 Return to Duty Testing

If an employee is not discharged following the employee's positive drug/alcohol test and the employee takes a medical leave of absence to participate in an Employee Assistance Program or detoxification program, then upon return to duty, the employee shall be subjected to a maximum of twelve (12) unannounced, intermittent drug tests and/or a maximum of eight (8) alcohol tests for a period not to exceed 12 months beginning on the day in which the employee returns to duty. Return to duty testing is in addition to random/reasonable suspicion testing.

10.08 Cost of Drug Screening

The cost of drug screening and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of the employee. The cost of any return-to-day tests shall also be at the expense of the employee.

10.09 Employee Assistance Program or Detoxification Program

An employee who has tested positive for the presence of illegal drugs or alcohol use pursuant to this Article, may be referred to an Employee Assistance Program ("EAP") or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee may be returned to his position. An employee who participates in a rehabilitation or detoxification program will not lose any seniority or benefits for a period not to exceed ninety (90) days. The EPA and/or alternative rehabilitation program do not supplant the normal discipline and grievance procedures provided for in this Agreement.

10.10 Failure to Complete Rehabilitation Program

The Employer may order an employee to enter an Employee Assistance Program or detoxification program if the employee tests positive for drug or alcohol use. If such an employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, the employee shall be subject to discipline up to and including termination.

ARTICLE 11

SHIFT CHANGES

11.01 Employees shall have the ability to change individual shifts, providing the following conditions are met:

- a) The request for the shift exchange is submitted to the officers in charge of each affected shift at least seven (7) calendar days prior to the effective date of the requested change of shifts;
- b) The shift exchange involves employees of the same rank (Sergeants can only switch with Sergeants and Lieutenants can only switch with Lieutenants);
- c) The shift change encompasses the same amount of shift hours and exchange dates fall within the same pay period;

- d) The shift exchange does not cause either participant to work more consecutive hours than permitted by policy;
- e) The shift exchange does not result in any scheduled overtime payments and will include the change of days off according to the shift;
- f) The request is approved by the Officer in Charge of each affected shift and the Chief of Police or their designee.
- g) No more than four shift exchanges per employee will be permitted in a calendar year unless a specific exception is granted by the Chief of Police or their designee. Each shift exchange can be for up to two days for a total of 8 days per year. Each shift exchange will count towards both participants;
- h) If a shift is heavy, an employee from a short shift may request a trade with an employee from a heavy shift then can use accrued time. This does not count towards shift change outlined above. If overtime is created by one of the participants that employee must provide proof of illness or injury. If proof is not provided they will lose the ability to trade for the remainder of the next twelve (12) months.

11.02 If the shift exchange is denied by either officer in charge, the denial must state the reason in writing. If denied, the request may be appealed within forty-eight (48) hours to the Chief or his designee, who shall reply in writing within forty-eight (48) hours. The time limits listed above shall exclude Saturdays, Sundays and Holidays provided for in this Agreement.

11.03 Employees will have the ability to exchange long term shift assignments, provided the previous conditions are met (excluding section "g" and "h") and the exchange involves officers who are assigned to opposite shifts (ex. A night shift employee can only exchange with a day shift employee.)

Long-term assignment changes must be approved or denied by the Chief or their designee on a case by case basis. The decision is not subject to the grievance procedure.

Either participating employee may cancel long-term shift assignment exchanges with no less than one week notice by informing the other involved employee, the OICs of the affected shifts, and the Chief of Police or their designee, in writing.

ARTICLE 12

WORK SCHEDULE AND HOURS

12.01 During the period of this Agreement, each employee shall work a tour of duty which shall consist of eighty (80) hours within a fourteen (14) day work period for sworn personnel and shall be so assigned by the Chief of Police or his appropriate administrative assistant. These assignments shall normally be posted in advance for a twelve (12) week period. Normally, there shall be a twelve (12) week advance schedule posted on the bulletin board.

12.02 (a) the Chief of Police, exercising management rights as assigned by Article 5.01(4) of the CBA and at his discretion subject to the approval of the Safety Service Director (SSD), may institute a Consolidated Work Week (CWW) 12-hour shift schedule for those assigned to the Patrol Division. However, 12-hour shift schedules shall exclude those assigned to the Detective Bureau, School Resource Officer and the Services Division Commander unless otherwise determined by the Chief of Police. These positions will continue to follow the eight-hour day schedule and CBA. The Chief of Police will review the 12-hour shift schedule annually, shall consider the input of the OPBA bargaining unit representatives and at his discretion, subject only to the SSD's approval, will determine if the 12-hour shift schedule will continue to be offered for the next calendar year. If the Chief of Police decides to discontinue the 12-hour work schedule and reinstitute the eight-hour

workday schedule, the Union agrees that the decision falls within the discretion of the appointing authority and thus is not subject to grievance under the terms of the CBA. The union would return to the eight hours workday schedule and working groups covered under section 9.02 of the CBA.

(b) Sworn Officers assigned to work the CWW shall normally work a tour of duty that consists of eighty (80) hours (six, 12-hour days and one, 8-hour day) within a fourteen (14) day work period.

(c) Officers will shift bid by seniority within their assigned working groups (Patrol, Sgt., Lt.) no more often than once per 12-month period. Upon completion of shift bidding by seniority, eight-hour day bids will be chosen by seniority, regardless of rank, within the Officer's platoon. Following the shift bidding selection, management will assign Officers to the shift platoons. Management also has the sole discretion to assign the K9s to shifts.

(d) Officers scheduled to the CWW will not receive shift differential pay.

(e) Shift Change requests shall be submitted and approved for exchanges between Officers having a similar number of years of experience and must encompass the same shift hours; e.g., a 12 hour shift for a 12 hour shift, an eight hour shift for an eight hour shift.

(f) Should a full-time employee work a holiday, he shall be entitled to his regular hourly pay rate, an additional commensurate day's pay, and eight hours of banked holiday time to be taken upon pre-approval of the Chief of Police or his designee. Full time employees not working the holiday shall receive an additional eight hours of pay or a banked holiday to be taken at his option provided it is approved by the Chief of Police or his designee. When approved through the current process, banked holidays and reward days may be used in any increment.

(g) The word "day" for the purpose of the calculation of accrued benefits and the payment of wages, will continue to equate to eight hours. Exception to this would be Bereavement Leave (19.03), where the word day will actually equate to the workday whether it is eight or twelve hours.

12.03 A Traffic Detail shall be established within the Police Department as a normal function and part of same. That said Traffic Detail will be under the direct supervision of and control of the Chief of Police/Designee. Off duty traffic assignments shall be paid at the rate of one and one-half (1½) times the employee's regular rate.

ARTICLE 13 OVERTIME AND COURT APPEARANCES

13.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1½) times their assigned hourly rate and/or as mandated by Federal law for all hours worked in excess of their normally scheduled workday or work period to the nearest 15 minutes. Assigned overtime work on a holiday will be paid at the rate of two (2) times the employee's regular rate. Any unforeseen or post scheduled overtime shall be offered to qualified bargaining unit members first by order of seniority (ie. Sick Time, emergency time off), as per departmental policy issued in January 2012, by Chief Mike Freeman.

13.02 Any employee who:

- a. Accepts a post scheduled/short notice OT shift offer within 24 hours of the start time; OR
- b. Is called in to work either prior to, or after leaving from, their scheduled shift; OR
- c. Is forced to fill an OT vacancy; OR
- d. Is called into work to perform a specialized function (Crash Reconstruction, Evidence Technician, etc.).

Will received two hours of call-in pay at their overtime rate for the first hour, or part thereof, and hour for hour thereafter, unless the hours worked are subject to Federal Law or the holiday pay rate listed in 13.01. If a bargaining unit member either volunteers, or is forced, to extend their work day beyond their regularly scheduled shift, that time will not be subject to call-in pay nor will it count as being forced to fill a vacancy, per 13.01.

13.03 Any employee who is required to appear in court on a duty related matter or forced to work security at Mayor's Court shall be entitled to receive a minimum of three (3) hours of pay at the appropriate overtime rate. In the event the employee is required to be in court or forced to work security in Mayor's Court in excess of three (3) hours, he shall be paid at the rate of one and one-half (1½) times his regular rate for all court time in excess of three (3) hours. An employee who has multiple court appearances during the first three hours shall only be paid the three-hour minimum. Any employee who is required to meet with city or county prosecutors on a duty related matter shall be entitled to receive a minimum of two (2) hours of pay at the appropriate overtime rate.

(a) Should a court appearance or forced assignment to work security at Mayor's Court be canceled after 5:00 p.m., the day preceding the scheduled appearance, the employee will be paid two (2) hours pay at his/her regular rate of pay provided, however, that the employee shall not be entitled to such pay if the Department notifies the employee of the cancellation by 5:00 p.m. the day preceding the scheduled appearance.

(b) The City prosecutor or person requesting an employee to report to court should cancel any request, prior to appearance, by calling the dispatcher on duty prior to 5:00 p.m. the day before the appearance is scheduled to be made.

The dispatcher, supervisor on duty or other designee will enter the request for cancellation into the Daily Log. The dispatcher, supervisor or other designee shall contact the officer as soon as possible to inform him of the cancellation. It is agreed that a documented telephone call to the employee by the dispatcher, supervisor on duty or other designee discharges the Employer's obligation to pay the employee for the cancellation.

13.04 Full-time non-sworn employees may, at their option, elect to accumulate up to a maximum two hundred (200) hours of overtime in compensatory time in lieu of cash payment of any overtime. Sworn officers may, at their option, elect to accumulate up to a maximum of two hundred (200) hours of overtime in compensatory time in lieu of cash payment of any overtime. Said compensatory time may be taken upon approval of the Chief of Police or his designee. There shall be no use of compensatory time unless and until the employee receives pre-approval from the Chief of Police or his designee. Any hours earned which will result in the number of accumulated hours exceeding two hundred (200) hours for nonsworn employees or two hundred (200) hours for Sworn officers must be paid in the next pay period. Employees may be paid any of the hours in the overtime bank up to the maximum, at their discretion, upon written notification to the City Auditor. This will be paid

in the next pay period following the notification.

13.05 Vacation time, holidays, compensatory time, and sick time shall be counted as time actually worked in the computation of overtime.

ARTICLE 14 PROBATIONARY PERIOD

14.01 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position, and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

14.02 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 14.01, above.

ARTICLE 15 HOLIDAYS

15.01 All full-time employees shall receive the following paid holidays:

New Years Day	Thanksgiving Day	Independence Day
Good Friday	Labor Day	Day Before Christmas
Memorial Day	Veteran's Day	Day After Thanksgiving
Christmas Day	Martin Luther King Day	President's Day
		Personal Days (4)

15.02 To be eligible for any of the above holidays, the full-time employee must report to work and work the last scheduled workday before the holiday and immediately after the holiday or the actual holiday, if the employee is scheduled to work the holiday, unless specifically excused by the Chief.

15.03 Should a full-time employee work on a holiday, he shall be entitled to his regular pay plus an additional day's pay, plus a compensatory day to be taken upon pre-approval of the Chief of Police or his designee. Full-time employees not working the holiday shall receive an additional day's pay or a compensatory day to be taken at his option, provided it is approved by the Chief. Said compensatory time shall be credited to a separate compensatory account and follow the same procedures set forth in section 13.04 of this Contract. Bargaining unit members with more than 200 hours will have 90 days from execution of the agreement to elect to take a payout and/or transfer the funds to Deferred Compensation.

1. Employees not regularly scheduled to work on a paid holiday, but are called into work, shall be paid one (1) hour straight time, one (1) hour straight overtime and one (1) hour compensatory time, for each hour worked. The employee shall still receive an additional day pay or compensatory day to be taken at his option, as provided for in Section 15.03.
2. Employees may carry over their unused personal days into the following year, if direct job-related and/or military obligations prevent them from being able to take the personal days in the calendar year they are earned.

Article 16

VACATION

16.01 All full-time employees who have one full year of service with the Employer, shall be entitled to a vacation with pay in accordance with the following schedule:

One (1) year to five (5) years -	Ten (10) workdays
Six (6) years or more-	Ten (10) workdays plus one (1) work day for each year completed over five (5) years.
Twenty (20) years-	Thirty (30) workdays

16.02 Vacations shall be scheduled in accordance with the procedure established by the Chief of Police.

16.03 Vacations shall be scheduled from January 1st through December 31st of each year. The amount of vacation time due an employee between these dates, each year shall be calculated by the employee's anniversary date of years of service. Should an employee terminate employment, vacation time shall be prorated.

16.04 A member of the bargaining unit may be permitted to carry over not more than five (5) vacation days into the new year under the following conditions:

- (a) With prior written approval of the Chief of Police no later than December 1st of that year.
- (b) Should a bargaining unit member carry over vacation days, said member must use the carried over days within the first six (6) months of the new year, or be paid for these days at the earned rate with the Chief's approval.
- (c) Upon separation of employment any accrued but unused vacation time remaining in employees bank shall be cashed out.

ARTICLE 17

SICK LEAVE

17.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; and 3) serious illness, injury or death in the employee's immediate family.

17.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hour for every eighty (80) hours worked or paid for and shall accumulate such sick leave for future use to an unlimited amount. No sick leave shall be earned, credited or accrue on the "cash out" or payment of accumulated sick leave hours upon separation from employment or from any other cash out or payment of sick leave time other than for an illness or occurrence qualifying under article 17.01 of this Agreement.

17.03 An employee who is to be absent on sick leave shall notify the Police Department at least one half (½) hour prior to the beginning of the shift he/she is to be absent. Notification shall be on each day of absence, and a) notification to a dispatcher will be an accepted procedure; and b) dispatchers will enter notification into the Daily Log along with the Officer in Charge who was contacted.

17.04 Sick leave may be used in segments not less than one (1) hour.

17.05 Before an absence may be charged in Accumulated Sick Leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head. Physician to be paid by the City.

- a. Prior to the payment of sick leave, an employee may be required to complete a Request for Sick Leave Payment form to be provided by the City. No payment from Accumulated Sick Leave will be paid prior to the completion of the above-mentioned form.
- b. Any employee who is absent more than three (3) consecutive working days may be required to submit a statement from his physician attesting to the illness or injury. Cost of said physician shall be at the employee's expense.

17.06 If the employee fails to submit adequate proof of illness, injury, or death upon request, or if upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

17.07 Any abuse of sick leave or the patterned use of sick leave shall be cause for non-payment of sick leave as well as disciplinary action.

- a. The Department Head shall monitor and determine the use of sick leave. If an abuse or patterned or excessive use had developed, the offending employee will be notified in writing.
- b. If the abuse, patterned or excessive use of sick leave continues, after written notification to the bargaining unit member is made, said employee may be subject to disciplinary action.

17.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees. Should there be a difference of opinion between the employee's physician and the Employer's physician; the employee shall be sent to the Cleveland Clinic whose opinion shall be controlling, with the cost shared equally by the employee and the Employer.

17.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family," shall be defined to only include the employee's spouse, children, and parent. When the use of sick leave is due to a death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, or sister.

17.10 Upon the: 1) retirement of the employee; 2) disability retirement of the employee; 3) death of the employee; 4) the termination of the employee; who has not less than ten (10) years of continuous service with the Employer; a. each employee or the employee's estate shall be entitled to receive a cash payment equal to his hourly rate of pay

for ninety (90%) percent of the total number of accumulated but unused sick hours earned by the employee as certified by the Auditor not to exceed one thousand (1,000) hours of pay. Payment pursuant to this section shall be made by separate check in a lump sum.

17.11 All full-time employees, who have been employed for not less than one (1) year who take no sick leave at the end of each calendar quarter, shall be credited with four (4) hours merit time to be used by the employee, at his discretion, as paid time off when eight (8) hours have been accumulated, hereafter, known as merit day, or employee may choose to be compensated at his current hourly rate of pay. Compensatory time shall be taken within twelve (12) months or payment in lieu of compensatory time will be made in the first pay period of the new year.

17.12 Should an employee be unable to accrue eight (8) hours Merit Time within a one (1) year period, the employee shall be compensated at his current hourly wage for any hours under eight (8) hours he may have accumulated during the calendar years. Payment will be made in the first pay period of the new year.

17.13 All Merit Days earned pursuant to this Article which are taken off at a future date as compensatory time must be approved by the Chief of Police or his designate.

17.14 Paid Sick Leave Donation

- (a) It shall be the policy of the City of North Ridgeville that OPBA employees with accumulated Sick Leave may donate paid Sick Leave to a fellow employee who, in strictly serious or catastrophic cases, is in need of assistance and has exhausted all of their available time.
- (b) Purpose: The purpose of this program is to:
- (A) allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to circumstances described in Article 17.01;
 - (B) establish strict guidelines for the implementation of donation of paid Sick Leave time; and
 - (C) to protect the investment the Employer has made in an employee in an effort to retain that employee.
- (c) Eligibility: Any full-time employee governed by this Agreement is eligible, after one year of service, to apply for the benefit of this policy. The employee must apply through their Department Head. ALL the following must apply to the circumstances of the recipient employee:
- (A) the employee is not eligible for Worker's Compensation benefits;
 - (B) the employee has not been disciplined at any level for patterned use of sick leave within the previous three years;
 - (C) the employee has exhausted all accrued time available to him/her including sick time, personal time, comp time, vacation time, merit time or holiday (or birthday time), and
 - (D) the employee can, if requested, provide documentation through medical records that there is a bona fide medical reason for his inability to work.

- (d) Duration: The maximum length of time that an employee may receive benefits under this program is eight pay periods.
- (e) Participation of Donation:
- (A) Any full-time employee governed by this Agreement is eligible after one year of service and may choose to participate in the sick leave donation program.
 - (B) An employee must have and maintain a minimum of eight weeks (320 hours) of accumulated Sick Leave to be eligible to participate as donor.
 - (C) An employee who is donating paid leave may donate up to forty (40) hours of sick leave per donee per incident, in increments no less than eight (8) hours. An employee may donate to an eligible recipient employee repeatedly.
- (f) Application Review: Upon receiving an application for sick leave donation, the Department Head shall review the application and:
- (A) Evaluate whether there has or has not been any documented disciplinary action at any level for the patterned use of sick leave or abuse of sick leave within the previous three years by the donor employee in their department; and
 - (B) verify that the cause of absence is not work-related.
 - (C) The application is then forwarded to the Auditor's Office for review and verification that the employee has no time (of any nature) available to the credit of their account. The application is then forwarded to the Mayor's Office for approval or denial. If all eligibility requirements have been met, the approved application shall be returned to the Auditor's Office for disbursement proceedings. Transfer Participation Forms are to be distributed to all Department Heads and Area Stewards for leave donations. If any eligibility requirement is not met, the application is denied and returned to the Department Head who shall advise the applicant.
- (g) Disbursement of Donated Sick Leave: Upon receiving an approved application, the Auditor's Office shall credit the employee approved for donation of sick time hours under this policy and disburse in the following manner:
- (A) Any time the employee has accrued shall be used first; and
 - (B) The donor employee's accumulated paid leave shall be reduced in eight-hour increments.
- The transfer of benefits shall be calculated on a prorated basis to be determined by the rate of pay of the donor employee for the donee employee.
- (e) Recovery of Donated Sick Leave: If an employee who has received benefits under this program is reimbursed in any manner for the lost work time covered by this benefit, the employee must reimburse the Employer for the pay that was received. The donor employee shall be credited with the hours donated,

(f) Unexpended balance of donated Sick Leave; An employee receiving donated Sick Leave who returns to work may retain up to forty (40) hours of donated Sick Leave. Donated Sick Leave will not be eligible *for* cash conversion by the recipient.

(g) Payment of donated sick leave time shall not count toward the total hours required for the award of additional sick leave per article 17.02.

ARTICLE 18 INJURY ON DUTY

18.01 Any full-time employee of the Police Department who is injured in the line of duty shall be entitled to six (6) months full pay followed by an additional six (6) months half pay. if he is unable to perform his assigned duties. Any time lost due to an on-duty injury will be fully compensated by either workers' compensation, the City, or a combination thereof and shall have no effect on any accumulated sick time. The Safety-Service Director may require the employee to submit to a physical examination by a physician of the Director's choice before any compensation by the City is approved. Approval shall not be unreasonably withheld.

18.02 Should an employee suffer a recurrence or aggravation of a previous on-duty injury, payment per Section 18.01 will be at the discretion of the Chief of Police, who may require medical confirmation. In the case of prolonged or repetitive absences, Section 17.05, 17.07 and behavioral modification techniques may be applied.

ARTICLE 19 BEREAVEMENT LEAVE

19.01 The City shall grant a full-time member of the bargaining unit bereavement leave for the purposes of attending the funeral of a member of the employee's immediate family.

19.02 For purposes of this Article, immediate family shall be defined as employee's spouse, children, stepchildren, foster children, parents, stepparents, brother, sister, grandparents, spouse's parents, spouse's grandparents, brother-in-law, sister-in-law, and grandchildren.

19.03 The employee shall be entitled to a maximum of three (3) days off with pay for each death in his immediate family within the State of Ohio and a maximum of five (5) days off with pay out-side of the State of Ohio except for the death of a spouse, child, or parent. In the event of the death of a spouse, child, or parent. the employee shall be entitled a maximum of five (5) days off with pay.

ARTICLE 20 EDUCATION

20.01 Any employee of the Police Department, who is required to attend schooling or training sessions on off-duty time, shall receive overtime *for* actual class time and for travel time to and from the school. If the schooling is more than five (5) miles from the Police Department, the Employer shall either provide transportation of the employee(s) or pay his mileage according to present mileage standards set by the Employer.

ARTICLE 21 COLLEGE INCENTIVE PROGRAM

21.01 Before any payment is made pursuant to this Section, the Chief of Police and the Safety Service Director must determine that the course should be deemed accredited and approved for payment.

21.02 Any employee who has taken or takes college courses directly related to Police Science and/or other accredited college program approved by the Safety Director/designee, shall receive two (\$2.00) dollars for each credit hour earned with a grade of "C" or better, monthly. The total amount of any allowed combination of the above payments shall not exceed two thousand four hundred dollars (\$2,400) paid annually.

21.03 Employees completing work-related training schools or sessions shall receive credit of one (1) credit hour per ten (10) clock hours of training school or sessions, at the discretion of the Employer. Examples of such schools or sessions are: Breathalyzer training, accident investigation, photography, criminal investigation, etc. Such credit hours shall be added to college credit hours. There shall be no payment for this training if the employee was being paid by the Employer while receiving such training, after December 31, 1998.

ARTICLE 22 UNION RIGHTS

22.01 Delegates and alternates appointed by the Executive Board of the OPBA or elected by the OPBA membership, not to exceed two (2) in number off duty at any one (1) time, shall be granted time off with pay in order to perform their functions at one (1) convention, two (2) conferences per year and/or contract negotiations between the Employer and the OPBA.

22.02 Attendance at conventions shall be limited to a maximum of five (5) workdays per session. Attendance at conferences shall be limited to a maximum of two (2) workdays per person.

22.03 Meetings of the Union will be permitted on City premises, if permission from the Chief or his designee is obtained.

22.04 The City agrees that during work hours, one (1) Union official while on City premises and without loss of pay may:

- a. post Union notices;
- b. transmit communications authorized by its officers to the City or the City's representatives; or
- c. consult with the City representatives or other Union Directors, concerning the enforcement, interpretation, application or claim of violation of any provisions of this agreement.

Sub-sections a through c shall be permitted with prior approval of the Chief or his designee, provided it does not interfere with assigned duties or work schedules.

22.05 The City will provide space for bulletin boards in agreed upon areas for use by the Union.

ARTICLE 23 CLOTHING ALLOWANCE

23.01 Each sworn Officer shall receive a uniform allowance of one thousand dollars one hundred (\$ 1,100.00), payable on the first day of July, of each year of this Agreement.

23.02 Employees who have glasses or dentures clearly damaged in the line of duty, where there was no negligence on the part of the employee, will have such items repaired or replaced by the Employer. It is understood that these decisions will be made by the Employer, but approval for such payments will not be unreasonably denied. Payment shall not exceed two hundred (\$200.00) dollars, annually

23.03 Officers assigned by the Chief of Police full time to the Detective Bureau shall receive one-hundred fifty (\$150.00) dollars in addition to their regular pay, if the officer is working said assignment. Payment shall be made in the first pay period of each month by separate check. Any officer transferred out of the Detective Bureau shall no longer be eligible for this payment.

23.04 If items of personal property are damaged during an arrest or during pursuit, said items shall be replaced by the employee. Said employee will then present a paid receipt(s) to the Auditor for reimbursement. The replacement cost for watches shall not exceed seventy-five dollars (\$75.00). The employee shall note in the arrest report, or incident report, any damages of personal property that occur, and shall notify the Prosecutor of the replacement cost.

23.05 All costs pertaining to changes to the current uniform standard mandated by the Employer or the Chief of Police before or after the month of July shall be borne by the Employer, unless the members are given a thirty (30) day notice prior to their clothing maintenance allowance stipend being paid.

ARTICLE 24 INSURANCES

24.01 The Employer shall provide Medical/Prescription/Dental Insurance programs as provided for in Appendix C to this Agreement to all full-time employees. For the duration of this Agreement, Employees enrolled in the Medical Prescription/Dental Insurance programs shall contribute twelve and one-half percent (12.5%) of the monthly cost of such insurance. The employee contribution will be determined by using the actuarially calculated based COBRA rates for Medical/Prescription/Dental coverages. As of July 1, 2014, those combined rates are \$672.61 for single coverage and \$1,693.39 for family coverage. Based upon these figures, the initial monthly employee contributions will be \$84.00 for single coverage and \$211.50 for family coverage. These figures will be adjusted annually effective in July based upon updates to the base COBRA rate. Employee contributions shall be withheld in equal or roughly equal monthly installments from the first two payrolls paid each month. Contributions withheld for each month will be for that month's enrollment (i.e., amounts withheld in January will be for January enrollment). The Employer shall have the right to change insurance carriers, provided the new coverage is equal to or better than the present coverage. Effective upon ratification, the hospitalization insurance coverage plan provided by the City shall be that coverage outlined and listed in Appendix C of this Agreement. Employer shall provide a copy of insurance documents to the bargaining unit. Section 24.01 applies to full-time employees only.

24.02 Health Care Committee

A. A Health Care Committee ("HCC") composed of one (1) bargaining unit member from the American Federation of State, County and Municipal Employees, Local #3442; one (1) bargaining unit member each from the OPBA Gold & Blue Units; one (1) bargaining unit member from the International Association of Firefighters, Local #2129, AFL-CIO and three (3) Employer representatives, appointed by the Mayor, shall be created. The mission of the HCC is to create within the workplace environment a forum whereby representative membership on the Committee will engage in a continuing educational process and review of health insurance benefits with the ultimate purpose and goal of investigating and finding plan design changes to lower premium costs.

B. The Mayor or his designee shall be the chairperson of the HCC. All decisions of the HCC shall be achieved by a majority vote of Committee members.

C. Regular minutes of all meetings of the HCC shall be kept and shared with all members of the Committee. The HCC shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and other data that the members of the HCC believe will facilitate the HCC's processes.

D. The HCC shall be authorized to utilize such consultants as it deems appropriate. Each year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year.

E. The HCC's responsibilities include reviewing health insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options. If the HCC recommends changes, such as program design, premium sharing, "opt-out incentives," or other modifications, any and all such changes shall be implemented following approval by the full membership of the employee representatives and the Employer.

24.03 The Employer shall supply each fulltime employee with life insurance in the amount of thirty thousand (\$30,000.00) dollars at no cost to the employee.

24.04 The Parties shall have the right to reopen negotiations concerning Article 24.

24.05 "Insurances" if via Federal or State law the Employer becomes subject to the mandatory imposition of an additional tax or other penalty related to or arising from the cost and nature of the employer-sponsored health coverage provided by this Agreement. The procedure for such negotiation shall be dictated by the provisions of Ohio Revised Code Chapter 4117. In the event negotiations are commenced pursuant to this article all measures of compensation and benefits provided by the contract shall be appropriate for consideration by the parties and by any neutral engaged to resolve the dispute pursuant to RC 4117.

ARTICLE 25

LONGEVITY

25.0 1 All full-time employees will be awarded longevity payments commencing on the employee's fifth (5th) anniversary date and on successive anniversary dates according to this procedure and the following schedule:

Effective 1-1-11, the following longevity schedules apply:

a) Promoted Units

5-9 years of service	2.5% of the base rate of pay
10-19 years of service	5.0% of the base rate of pay
20+ years of service	7.5% of the base rate of pay

25.02 Longevity payments shall be paid to the employee in one lump sum within the regular periodic payroll for the pay period in which the employee's anniversary date occurs and thus is subject to applicable regular payroll withholding taxes. Longevity will be prorated if an employee does not work full year.

ARTICLE 26

WAGERATES

26.0 Effective at the first full pay period occurring in January, 2021 and applicable to all wages earned during the pay period, employees shall receive a zero (0%) in accordance with the following schedule and upon ratification of this Agreement, a lump sum payment of One Thousand Two Hundred and Fifty Dollars and Zero cents (\$1,250.00).

26.02 Effective 12/31/2021, there will be a fourteen percent (14%) rank differential between Sergeants and the hourly salary of Patrolmen Step A, and a fourteen percent (14%) rank differential between Lieutenants and the hourly salary of Sergeants. Retroactive payments for 2022 based on this increase will be paid within thirty (30) days the first pay period after execution of this collective bargaining agreement.

26.03 Sergeants who are directed to and actually work as Shift Commander shall be compensated at the rate of Lieutenant for each hour worked in that capacity.

26.04 Field Training Officers (FTO) for all Sworn and Non-Sworn personnel shall be paid an additional three dollars (\$3.00) per hour when training other employees who are currently in the department's Field Training Program. To be eligible to receive this pay, the employee must first have been formally trained as an FTO or be designated by the Chief or his designee to train another employee. The FTO must perform the proper documentation and or evaluations expected of the position while working in the capacity of a trainer. If for any reason an employee not formally recognized as an FTO trainer should have to train for purposes of replacement to their current position, they too shall be entitled to FTO pay while acting in the capacity of a trainer.

26.05 Canine Officers assigned a service dog for which they are responsible for the care and custody shall be awarded twelve (12) hours of Compensatory Time per month during such assignment.

ARTICLE 27 SERVICE HANDGUN

27.01 Upon retirement, except for mental disability, from the North Ridgeville Police Department, a police officer will be given his/her service handgun.

ARTICLE 28 LIABILITY

28.01 The Employer agrees to carry liability insurance and to provide legal representation and funds to pay for the defense of any lawsuit brought against any employee covered by this Agreement for actions arising out of the employee's good faith performance of his duties for the Employer.

28.02 In addition, the Employer or its insurance carrier shall pay any judgments rendered against an employee covered by this Agreement in a lawsuit arising out of the employee's good faith performance of his duties. In no event shall the Employer be required to represent an employee or pay judgments for an employee's wanton, malicious or intentional misconduct.

ARTICLE 29 GENDER AND PLURAL

29.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neutral gender shall be construed to include all said genders. Using either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 30 HEADINGS

30.01 It is understood and agreed that this use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section or effect any interpretations of any said article or section.

ARTICLE 31 OBLIGATION TO NEGOTIATE

31.01 The Employer and the OPBA acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

31.02 Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such matters or subjects may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE 32 DISCIPLINARY PROCEDURE

32.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

32.02 All employees shall have the following rights:

A. An employee shall be entitled to representation at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

C. When an employee receives a written reprimand, the employee has the right to submit a written statement that will be placed in the employee's file.

32.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

32.04 If no disciplinary action has been taken against an employee during the twelve (12) months immediately preceding the present disciplinary action, then in taking disciplinary action against the employee, the City shall not consider or rely upon any prior disciplinary action consisting of a written reprimand taken against the employee more than twelve (12) months prior to the date of the present disciplinary action. Discipline consisting of lost time or pay shall not be used against an employee after sixty (60) months duration, provided there has been no intervening disciplinary action taken against the employee during these periods

32.05 Discipline shall be imposed only for just cause. The specific acts of which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times, and places, if possible, and shall also be given to the OPBA Director.

32.06 Where the appointing authority seeks a penalty, other than a written reprimand, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested, with a copy to the OPBA Director.

32.07 Discipline shall not be implemented until either:

- I. The matter is settled; or
2. The employee fails to file a grievance within the time frame provided by this procedure; or
3. The penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

32.08 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within five (5) workingdays of receipt of the Notice of Discipline
2. The Grievance Procedure provides for a bearing by an independent arbitrator as its final step; or
3. The employee is entitled to representation at every step of the proceeding.

32.09 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 34.13, until the matter is settled, or the arbitrator renders a determination.

32.10 The following administrative procedures shall apply to disciplinary action:

- A. The Chief of Police/designee and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Chief of Police/designee shall hold an informal meeting with the employee and his representative for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Chief of Police/designee may offer a proposed disciplinary penalty. The employee must be advised before the meeting that he is entitled to representation by the Union.
8. If a mutually agreeable settlement is not reached at this informal meeting the Chief of Police/designee will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and Union President. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

32.11 A failure to submit an appeal with the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

32.12 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to a representative. A settlement entered by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

32.13 An employee may be suspended with pay at any time during the process if the appointing authority, at its discretion, determines the employee's continued presence on the job represent as a potential danger to persons or property, or would interfere with

the Employer's operations. A suspension with- out pay may be imposed after the decision at Step 3 of the Grievance Procedure.

32.14 The Union on behalf of all the employees covered by the Agreement and its own behalf, thereby waives all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotion, or discharge) to any Civil Service Commission.

ARTICLE33 GRIEVANCE PROCEDURE

33.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

33.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - a "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b) Aggrieved party - the "aggrieved party" shall be defined as only any employee or group of employees within a bargaining unit filing a grievance.
- c) Days - a "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the Holidays as provided in this Agreement.

33.03 The OPBA shall designate an official Grievance Committee, consisting of up to three (3) members of the bargaining unit, and shall notify the Employer as to the Committee's membership in writing. The Committee shall review an employee's grievance to determine its merit prior to any filing of the grievance at Step 2. Should the Committee decide the grievance is lacking in sufficient merit, it may deny the employee its representational services. Such denial, however, shall not be made in a perfunctory or arbitrary manner.

33.04 The following procedure shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during non working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. If any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- i) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- g) This procedure shall be the sole procedure for all disputes concerning any type of discipline or discharge actions.
- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in anyway, any of the provisions of this Agreement.

33.05 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1;

An employee or group of employees having a grievance shall present the grievance in writing to an Association Grievance Committee within ten (10) calendar days of the occurrence giving rise to the grievance. The Grievance Committee shall determine whether a grievance exists within ten (10) calendar days and if no grievance is found, no further action will be permitted. The aggrieved shall be notified in writing.

Step 2:

In the event the Grievance Committee determines that a grievance exists, it shall notify the Chief within thirty (30) calendar days in writing on forms provided by the City. The Chief shall investigate the Matter and meet with all concerned parties and shall make his decision in writing within ten (10) business days of the filing of the grievance with him and shall so notify the aggrieved.

Step 3:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Safety Director shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative if he requests one. The Safety Director shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee's representative *with* a copy to the employee if the employee requests one within fifteen (15) days from the date of the hearing. If the OPBA is not satisfied *with* the decision at Step 4, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 34**ARBITRATION PROCEDURE**

34.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 4, the OPBA may submit the grievance to arbitration and shall provide a written Notice of Intent to Arbitrate to the Employer. Within ten (10) days from the Notice of Intent, the parties will meet to attempt to mutually agree upon an arbitrator.

34.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms or conditions of this Agreement.

34.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by mutual written agreement with the parties.

34.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

34.05 The fees and expenses of the arbitrator will be borne by the losing party. However, expenses relating to the calling of witnesses or the taking of depositions or any other similar expenses associated with such proceedings shall be borne by the party requesting the appearance of the witnesses or taking of depositions. Neither party shall be responsible for any other expenses incurred by the other party.

34.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

34.07 The parties shall within ten (10) working days following the above certification, select an arbitrator by mutual agreement, or in the absence of such mutual agreement the parties shall request a list of seven (7) qualified arbitrators from The Federal Mediation and Conciliation Service (FMCS) and shall meet to select a single arbitrator by striking from such list, in rotation, one at a time until one arbitrator remains. The order of rotation shall be determined by the winner of the flip of a coin.

34.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the OPBA failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 35 EMPLOYER PENSION "PICK UP"

3501 Within a reasonable time not to exceed ninety (90) days from the effective date of this Contract the Employer shall "pick up" and pay the employee's retirement contribution to "The Public Employees Retirement System of Ohio", "The Police and Firemen's Disability and Pension Fund" pursuant to Internal Revenue Code Section 414(h)(2) and in accordance with Internal Revenue Code Ruling 81-36. Such employee's contributions, although designated as employee contributions, are being paid by the Employer in lieu of contributions by the employees. Employees shall not be given the option of choosing to receive the contribution amounts directly instead of having them paid by the City to the pension plan. The City's "pick up" policy will be uniformly applied on a nondiscriminatory basis to all full-time employees covered under this contract covered under "The Public Employees Retirement System of Ohio" "The Police and Firemen's Disability and Pension Fund."

3502 The "pick up" by the City of North Ridgeville shall apply to all persons in the following classes:

(A) All full-time employees of the City of North Ridgeville who are contributing members of the Public Employees Retirement System of Ohio, or Police and Fire Pension System of Ohio. For purposes of this Ordinance a "full-time employee" is a person who performs work for the City of North Ridgeville in accordance with an established scheduled working time, such schedule to be based upon not less than five (5) calendar days for fifty-two (52) weeks per year, plus all elected and appointed officials who are on the City payroll twelve (12) months per year. A "full-time employee" shall not include 1) a student whose employment will not exceed fifteen hundred (1,500) hours in any calendar year; 2) any new employee not a member of the Public Employees Retirement System of Ohio, or Police and Fire Pension System of Ohio, at the time of his employment, whose employment shall not exceed twenty (20) hours per week; or 3) a temporary or emergency employee whose employment will not exceed three (3) calendar months.

3503 The City's contribution to the "retirement system" will be calculated on the full salary of employees before the "pick up" is deducted from gross salary, if employee's total salary is increased by such "pick up" nor is the City's total contribution to the retirement

system increased thereby. The City shall treat such "pick up" under the "salary reduction technique", whereby the employee's gross salary shall be reduced by the full amount of said contribution for Federal and State tax reporting purposes. The employee contributions which are "picked up" by the City shall be treated in the same manner as contributions made by employees prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the "retirement system" benefit calculations, and for the purposes of calculating salaries and compensation of employee's set forth in the contract.

Overtime compensation and other employee benefits, where otherwise applicable will be based on the employee's compensation rate before employer "pick up" of the pension contribution.

3504 It is understood that the City's total combined expenditures for employee's total contract salaries payable pursuant hereto (including "pick up" amounts) and its employer contributions to the "retirement system" shall be not greater than the amount it would have paid for those items had this employer "pick up" policy not been in effect. Should the Internal Revenue Service take issue with the Retirement System concerning its qualified status under Section 401(a) of the Internal Revenue Code, the "pick up" procedure may be deemed null and void.

3505 The base rate of any person subject to the "pick up" shall not change because of this "pick up".

3506 The City Auditor is hereby directed to implement the provisions of this Section to affect the "pick up" of the statutorily required contributions to the Public Employees Retirement System of Ohio, or Police and Fire Pension System of Ohio, for those persons within the classes established in Section 2 herein so as to enable them to obtain the resulting Federal and State tax deferments and other benefits.

3507 Effective the year 2012, any bargaining unit member three (3) years prior to retirement may elect to begin a phased buyout of all accumulated time off, excluding sick time accumulation, during the final three (3) years of service. In order to qualify for this buyout, the employee must declare in writing his or her intention to retire. A maximum of one-hundred sixty (160) hours of accumulated time may be cashed in annually per each year of the Agreement. No additional sick leave hours shall accrue or be awarded on the payment of accumulated sick leave hours. Sick leave hours shall otherwise continue to accrue and be awarded on the payment of other accumulated (non-sick leave) hours pursuant to Article 17.02 of this Agreement to the credit of an employee who is exercising their right to a phased buy out of accrued hours pursuant to the provisions of this article.

ARTICLE 36

COPIES OF AGREEMENT

36.01 A copy of this Agreement shall be furnished by the City to each member of the bargaining units. The Agreement shall be provided in booklet form at no cost to the bargaining unit members.

ARTICLE 37 DURATION

37.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2021, and shall remain in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2023.

37.02 Written notice shall be given at least ninety (90) calendar days prior to December 31, 2023, by either party requesting a change or termination of this Agreement. If written notice is not given within this period, this Agreement shall continue in full force and effect from year to year until such notice is given at least ninety (90) calendar days prior to December 31st of any subsequent year.

ARTICLE 38 TOTAL AGREEMENT

38.01 This Agreement represents the entire agreement between the Employer and the OPBA and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon the advance notice to the OPBA of any such modifications or discontinuances.

ARTICLE 39 CONFORMITY TO LAW

39.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

39.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the fact) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 40 PROMOTIONS

40.01 This section shall apply only to members of the Bargaining Unit taking promotional examinations for the position of lieutenant.

40.02 Promotional vacancies shall be filled by a competitive examination, consisting of the following: (1) written examination (2) assessment center and (3) seniority points (maximum of 10).

40.03 The written examination and the assessment center shall be equal weighted, fifty percent each (50%). A score of seventy percent (70%) or higher on the written examination *will* be required to take the assessment.

40.04 Candidates shall be ranked in order of the highest composite scores, with the promotion vacancy being filled by the highest scoring candidates.

ARTICLE 41

PERSONNEL FILES

41.01 Every bargaining unit member shall be allowed to review his/her personnel file at all reasonable times upon written or verbal request. File review will be conducted in the presence of the Chief of Police or his/her designee. The Employee shall be permitted to copy his/her file in its entirety or copy any and all documents contained within his/her files.

41.02 Information contained in any of the Employee's file (files) based on anonymous complaints that have been deemed unfounded shall be permanently removed from his/her files. Complaints must be thoroughly investigated by the appropriate police personnel and found to be valid before placed in any bargaining unit member's files. No complaint of any kind may be placed in a bargaining unit member's file without proper notification from the Employer or Chief of Police. The bargaining unit member shall have a right to add memoranda clarifying and explaining alleged inaccuracies of any document in said file.

41.03 Any Employee, who upon review of his/her personnel files, has reason to believe inaccuracies exist therein, may file a written appeal to the Chief of Police to have those inaccuracies, removed or adjusted. If the Chief of Police does not grant the appeal filed by the employee, the employee shall have a right to attach not only a copy of the appeal filed to the Chief, pertaining to the subject matter, but also a detailed explanation opposing the validity of such document contained within his/her file.

41.04 At any time that a public records request for the inspection of any information contained within an employee file kept by the Employer is made; the employee shall be notified as soon as practical. This applies to all requests from the general public, residents, attorneys, or the media.

41.05 The Employer shall provide the Employee with an accurate summary or copies of all information to be released. The Employer shall comply with O.R.C. 149.43 regarding the release of public records pertaining to bargaining unit members.

ARTICLE 42

LAYOFF AND RECALL

42.01 An employee may be laid off due to lack of work or lack of funds. The layoffs or reductions in force will be made in accordance with the following guidelines, and in accordance with Section 124.37 of the Ohio Revised Code. If the Employer feels that there is a need to lay off employees due to lack of work or lack of funds, the Union shall be notified immediately and prior to any notices given to Employees. The terms of this Article shall apply to each unit independently.

A. All part-time, seasonal, or intermittent employees shall be the first to be laid off. Employees with the least amount of departmental seniority shall then be laid off by order of last hired, first laid off. Any employee subject to lay off shall be given no less than thirty (30) days' notice prior to layoff.

- B. Recall shall be a period not less than two (2) years. Employees who are called back within two (2) years of the layoff to return to full-time status will be called back in reverse order of the layoff. It shall be the duty of each laid off employee to keep the City advised of his/her current residence address.
- C. Employees who are laid off shall be entitled to full medical and hospitalization benefits for a period of ninety (90) days from such layoff date.
- D. Seniority will be determined according to the date of hire as a full-time employee of the NorthRidgeville Police Department
- E. Employees shall be paid for all accumulated time, not to include sick time, (unless the Employeequalifies for retirement) in the event of a layoff.
- F. An employee may choose to maintain his/her banked time with the Employer upon written notification to the Employer stating their intent, however at any time during the two-year layoff period, he/she may rescind that notification and demand payment of his/her accumulated time. If after two years the Employer has not received notification for payment, from an Employee who has chosen to keep their time with the City of North Ridgeville banked, the Employer shall remit payment to the former Employee for any and all accumulated time, as stipulated in Section E.

ARTICLE 43 MILITARY LEAVE

43.01 Military Leave shall be granted and taken in accordance with current State and FederalStandards.

ARTICLE 44 EXECUTION

44.01 IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2022.

FOR THE UNION

FOR THE CITY

OPBA Representative

Mayor Kevin Corcoran

Union Representative

Law Director Brian Moriarty

Date: _____

Date: _____

APPENDIX A

PHYSICAL FITNESS INCENTIVE PROGRAM

A.01 Any employee who takes the physical fitness test (must participate in all four events) will be paid a minimum two (2) hours at time and one-half (1 1/2) of his normal pay.

A.02 Employees who take, and pass the department's physical fitness test will be awarded an additional five (5) hours per month compensatory time to be placed in the employee's comp bank. In order to "pass" the department's physical fitness test, an employee must participate in and must score at least the minimum allowable score in each of the four events. The minimum allowable scores shall be as follows:

1. Run	5 points
2. Pull Ups/Hang	1 point
3. Sit Ups	1 point
4. Bench Press/Press/Up Ups	1 point

A.021 Employees who fail to attain the following scores must pass two fitness tests per calendaryear to be considered in compliance with the program requirements.

Male employees (and female employees opting for the pull-ups event) obtaining the following scores shall only be required to test one time per calendar year to be considered as meeting the program requirements:

Under 40 years old: 21 points
 Age 40-49: 20 points
 Age 50-59: 19 points
 Age 60 and over: 18 points

Female employees who have opted for the hang test and obtain the following scores shall only be required to test one time per calendar year to be considered as meeting the program requirements:

Under 40 years old: 17 points
 Age 40-49: 16 points
 Age 50-59: 15 points
 Age 60 and over: 14 points

A.022 It is further understood that the term "to take and pass the test" means that employees must meet departmental mandatory physical fitness standards from year to year. Employees who meet physical fitness standards by the end of each year, shall be considered in compliance into the next year, and are eligible to receive the compensatory time as noted in this section.

A.023 Employees who fall out of compliance with department standards shall stop receiving and shall not receive any further compensatory time until they have successfully completed departmental testing requirements.

A.03 The physical fitness test for Sworn or non-Sworn male Officers shall consist of the following events:

A one and one-half (1 ½) mile run, which will be scored as follows:

9 minutes and below	10 points
9:01 to 10:00	9 points
10:01 to 11:00	8 points
11:01 to 12:00	7 points
12:01 to 13:30	6 points
13:31 to 15:00	5 points

Pull ups, which will be scored as follows:

14 pull ups	5 points
13 to 11 pull ups	4 points
10 to 8 pull ups	3 points
7 to 5 pull ups	2 points
4 to 2 pull ups	1 point

Sit ups, which will be scored as follows:

80 sit ups	5 points
70 sit ups	4 points
60 sit ups	3 points
50 sit ups	2 points
40 sit ups	1 point

Bench Press, which will be scored as follows:

Body weight for 5 repetitions or pounds over body weight for 1 repetition	5 points
Body weight for 4 repetitions	4 points
Body weight for 3 repetitions	3 points

Body weight for 2 repetitions	2 points
Body weight for 1 repetition	1 point

A.04 The physical fitness test for sworn female Officers shall consist of the following events: A one and one-half (1 ½) mile run, that will be scored as follows:

9 minutes and below	10 points
9:01 to 10:00	9 points
10:01 to 11:00	8 points
11:01 to 12:00	7 points
12:01 to 13:30	6 points
13:31 to 15:00	5 points

Pull ups, which will be scored as follows:

11 pull-ups	5 points
7 pull-ups	4 points
4 pull-ups	3 points
1 pull-up	2 points
30 second hang test	1 point

Sit ups, which will be scored as follows:

80 sit ups	5 points
70 sit ups	4 points
60 sit ups	3 points
50 sit ups	2 points
40 sit ups	1 point

Bench Press, which will be scored as follows;

15 pounds over body weight for 1 rep	5 points
65% of body weight for 5 reps	5 points
4 reps	4 points
3 reps	3 points
2 reps	2 points
1 rep	1 point

A.05 The physical fitness test for non-Sworn female Officers shall consist of the following events:

A one and one-half (1 ½) mile run, which will be scored as follows:

9 minutes and below	10 points
---------------------	-----------

9:01 to 10:00	9 points
10:01 to 11:00	8 points
11:01 to 12:00	7 points
12:01 to 13:30	6 points
13:31 to 15:00	5 points

Pull-ups, which will be scored as follows:

11 pull-ups	5 points
7 pull-ups	4 points
4 pull-ups	3 points
1 pull-up	2 points
30 second hang test	1 point

Sit ups, which will be scored as follows:

80 sit ups	5 points
70 sit ups	4 points
60 sit ups	3 points
50 sit ups	2 points
40 sit ups	1 point

Bench Press, which will be scored as follows:

15 pounds over body weight for 1 rep	5 points
65% of body weight for 5 reps	5 points
4 reps	4 points
3 reps	3 points
2 reps	2 points
1 rep	1 point

OR

Push-ups, which will be scored as follows:

50 push-ups	5 points
40 push-ups	4 points
30 push-ups	3 points
20 push-ups	2 points
10 push-ups	1 point

A.06 Any employee, depending on age category and performance, will receive the following bonus incentive pay for achieving minimum scores as listed below. To receive bonus incentive pay an officer needs to score the minimum points in each of the events. All incentive pays will be based on the employee's last passing test score of the year.

<u>Age 29 and under</u>		<u>Age 40 to 49</u>
25 points	\$400.00	25 to 23 point
24 to 21 points	\$300.00	22 to 19 point
20 to 18 points	\$200.00	18 to 16 point
17 to 15 points	\$100.00	15 to 13 points
 <u>Age 30 to 39</u>		 <u>Age 50 to 59</u>
25 to 24 points	\$400.00	25 to 22 point
23 to 20 points	\$300.00	21 to 18 point
19 to 17 points	\$200.00	17 to 15 point
16 to 14 points	\$100.00	14 to 12 point

This bonus incentive pay scale is for Sworn and non-Sworn male officers as well as Sworn female Officers. For non-Sworn female Officers, the bonus incentive pay scale drops four (4) points in each category and a score of eight (8) points would be considered a passing score.

In order to receive the bonus incentive pay, an employee must participate in and must score at least the minimum allowable score in each of the four events. The minimum allowable scores shall be as follows:

1. RunRun 5 points
2. Pull Ups/Hang 1 point
3. Sit Ups 1 point
4. Bench Press/Push Ups 1 point

A. 07 If an employee furnishes the Chief of Police with a statement from the employee's physician verifying that he/she is not capable of performing the cardio test set forth above due to the employee's injury, but that the employee would be capable of performing the alternate cardio test due to such injury, the employee shall be given the option to complete the alternate cardio test. In such case, the employee may not attempt to complete the cardio test set forth above unless his/ her physician issues a statement verifying that the employee's injury no longer prevents him/her from performing that cardio test.

Alternate Cardio Test:

- 15 - Minute Period
- Airdyne Fitness Test

Less than 4.0 Miles =	0 points
4 Miles to 4.24 Miles =	5 points
4.25 Miles to 4.49 Miles =	6 points
4.5 Miles to 4.74 Miles =	7 points
4.75 Miles to 4.99 Miles =	8 points
5.00 Miles to 5.24 Miles =	9 points
5.25 Miles and greater =	10 points

APPENDIX B

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE With ANY PROPOSED Disciplinary ACTION.

If, after reading your rights and discussing the matter with your representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below and return this form to your Appointing Authority within five (5) working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will schedule a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.
5. You will have ten (10) working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.

NOTICE OF Disciplinary ACTIONTO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action.

Please read the attached information regarding these rights.

APPOINTING AUTHORITY

If Suspension: days Effective *I I*
Mo. Day Yr.

If Termination: Effective *I I*
Mo. Day Yr.

APPEAL OR ACCEPTANCE OF DISCIPLINARY Action

To the Employee:

This form must be returned within five (5) working days to the Appointing

Authority: I AGREE With AND ACCEPT THE PROPOSED DISCIPLINE

I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: (Optional) _ _ _ _ _

(If more space is needed, attach extra sheets of paper)

Signature: _ _ _ _ _ Date: _ _ _ _ _

Approved: Date: _ _ _ _ _

Appointing Authority Signature: _ _ _ _ _

APPENDIX C

MEDICAL/PRESCRIPTION/DENTALINSURANCEPROGRAMS

D MEDICAL MUTUAL, City of North Ridgeville SuperMed Plus Option s !! Non-Grandfathered January 1, 2011		
Benefits	Network	Non Network
Benefit Period	January 1st through December 31 st	
Dependent Age Limit	26 28 Removal upon end of month	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Initial Group Waived All Others 3-3-12	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single/Family ¹	\$200/\$400	\$400/\$800
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	\$800/\$1,600	\$1,600/\$3,200
Physician/Office Services		
Office Visit (Illness/Injury), etc.	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit ²	\$15 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Administration of H1N1	100%	
Preventative Services		
Preventive Services, in accordance with state and federal law ³	100%	70% after deductible
Routine Physical Exams - One per benefit period (21 and over) ⁴	100%	70% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child immunizations and Laboratory Tests (To age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Tests	100%	70% after deductible
Routine Colorectal Cancer Screening ⁵	100%	70% after deductible
Routine Endoscopic Procedures	100%	70% after deductible
Routine Cholesterol Tests	100%	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period)	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostics Services	90% after deductible	70% after deductible
Physical and Occupational Therapies (Limited to 52 visits Per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy (Limited to 12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy (Limited to 20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room	100%	
Non-Emergency use of an Emergency Room ^{6,7}	\$50 copay then 90%	\$50 copay then 70%

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (60 visits per benefit period)	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health Services		
Outpatient Substance Abuse Services		

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay accumulates toward the coinsurance maximum.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

OMEDICAL MUTUAL		City of North Ridgeville Prescription Drug Program ¹ January 1, 2011	
Benefits	Conav	II	Day Supply
Benefit Period	January 1 st through December 31 st		
Dependent Age Limit	Same as Medical		
Retail Program with Oral Contraceptive Coverage			
Generic Copayment	\$10		30
Formulary Copayment	\$20		30
Non-Formulary Copayment	\$30		30
Home Delivery Program with Oral Contraceptive Coverage			
Generic Copayment	\$20		90
Formulary Copayment	\$40		90
Non-Formulary Copayment	\$60		90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by MedcoHealth Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹ Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

DMEDICAL MUTUAL, L.		Appendix A Traditional Dental	
Benefits			
Benefit Period	January 1 st through December 31 st		
Dependent Age Limit	Same as Medical		
Benefit Period Maximum (per member)	\$2,000		
Benefit Period Deductible - (per member)	\$0		
Orthodontic Lifetime Maximum (per member) (per eligible dependent up to age 23)	\$2,000		
Preventive Services			
Oral Exams - two per benefit period	100% UCR		
Bite Wing X-rays - two sets per benefit period	100% UCR		
Diagnostic X-rays including Full Mouth/Panorex limited to one every 36 months	100% UCR		
Prophylaxis (cleaning)-two per benefit period	100% UCR		
Fluoride Treatment - one treatment per benefit period. limited to dependents up to age 19	100% UCR		
Space Maintainers- limited to eligible dependents up to age 19	100% UCR		
Emergency Palliative Treatment - includes emergency oral exam	100% UCR		
Restorative Services			
Consultations and Other Exams by Specialist	90% UCR after deductible		
Minor Restorative Services	90% UCR after deductible		
Endodontics/Pulpo Services	90% UCR after deductible		
Periodontal Services	90% UCR after deductible		
Repairs, Relines & Adjustments of Prosthetics	90% UCR after deductible		
Simple Extractions	90% UCR after deductible		
Impactions	90% UCR after deductible		
Minor Oral Surgery Services	90% UCR after deductible		
General Anesthesia	90% UCR after deductible		
Complex Services			
Gold Foil Restoration	65% UCR after deductible		
Inlays Onlays - one every five years	65% UCR after deductible		
Crowns - one every five years	65% UCR after deductible		
Bridgework (Pontics & Abutments) - one every five years	65% UCR after deductible		
Partial and Complete Dentures - one every five years	65% UCR after deductible		
Orthodontics (25 or more eligible employees required)			
Orthodontic Diagnostic Services	50% UCR		
Minor Treatment for Tooth Guidance	50% UCR		
Minor Treatment for Harmful Habits	50% UCR		
Interceptive Orthodontic Treatment	50% UCR		
Comprehensive Orthodontic Treatment	50% UCR		

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual, P. YIT!311fffi Y.,; te.91!al the percentage listed ab?/ . However, the covered person's coinsurance will always be based on the lesser of the provider's office charges or Medical Mutual's negotiated rate with the provider.

L6304 01/05

DATE:	June 6, 2022	1 ST READING:	June 6, 2022
INTRODUCED BY:	Mayor Corcoran	2 ND READING:	
REFERRED BY:		3 RD READING:	
TEMPORARY NO:	T 89-2022	ADOPTED:	
		EMERGENCY:	

ORDINANCE NO.

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.

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:

Fund Number	Fund	Personal Services	Other	Transfers and Advances	Total
101	General Fund				
	General Government	54,900	2,965	-	57,865
	Total General Fund	54,900	2,965	-	57,865
	Special Revenue Funds				
245	Police Levy	11,900	2,860	-	14,760
258	Clk Court Comp Serv	-	25,000	-	25,000
263	Paramedic Levy	-	1,500	-	1,500
	Total Special Revenue Funds	11,900	29,360	-	41,260
	Debt Service Funds				
333	Performance Lane TIF	-	-	2,000	2,000
	Total Debt Service Funds	-	-	2,000	2,000
	Capital Project Funds				
410	Capital Projects	-	65,500	-	65,500
	Total Capital Project Funds	-	65,500	-	65,500
	Total All Funds	66,800	97,825	2,000	166,625

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

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED: _____

MAYOR

DATE:	<u>June 6, 2022</u>	1 ST READING:	<u>June 6, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
TEMPORARY NO:	<u>T 90-2022</u>	ADOPTED:	<u></u>
		EMERGENCY:	<u></u>

RESOLUTION NO. xxxx-2022

**A RESOLUTION AUTHORIZING AND APPROVING THE
REPAYMENT OF FUND ADVANCES.**

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

WHEREAS, Council adopted Resolution 1539-2021 authorizing the advancement of funds from the General Fund to the Performance Lane TIF fund to accommodate Lorain County Auditor fees;

WHEREAS, the City has received the first half of property tax revenue to this fund;

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 re-pay the advancement of funds not to exceed the following amounts:

<u>From</u>	<u>To</u>	<u>Amount</u>
<u>Advances</u>		
Performance Lane TIF (333)	General Fund (101)	2,000

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 the immediate necessity to meet the Ohio Revised Code requirements. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED: _____

MAYOR

DATE:	<u>June 6, 2022</u>	1 ST READING:	<u>June 6, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u></u>
REFERRED BY:	<u></u>	3 RD READING:	<u></u>
TEMPORARY NO:	<u>T 91-2022</u>	ADOPTED:	<u></u>
		EMERGENCY:	<u></u>

ORDINANCE NO.

**AN ORDINANCE AMENDING NORTH RIDGEVILLE
CODIFIED ORDINANCE SECTION 1650.04(b) AS A RESULT
OF RECENTLY PASSED STATE LAW CONCERNING THE
DISCHARGE OF FIREWORKS.**

WHEREAS, in keeping with its responsibility to protect the health, safety and general welfare of its citizens, the City of North Ridgeville had enacted North Ridgeville Codified Ordinances Sections 1560.01 – 1650.99 (Fireworks); and

WHEREAS, N.R.C.O. Section 1650.04(b) provides:

(b) Except as provided in Section 1650.05 and except for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 to 3743.55 and Section 1650.02, no person shall discharge, ignite or explode any fireworks in this Municipality; and

WHEREAS, recently the Governor of Ohio signed H.B. 172, which amends sections of O.R.C. Chapter 3743 (effective July 1, 2022). The new amendments allow any person authorized to possess consumer-grade fireworks to discharge, ignite or explode fireworks on their property, or if permitted, on another person’s property on certain designated days of the year; and

WHEREAS, H.B. 172 also provides that pursuant to home rule authority, a city may choose to restrict the days and times that a person may discharge consumer-grade fireworks.

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

SECTION 1. N.R.C.O. Section 1650.04(b) is hereby amended as follows:

(b) Except as provided in Section 1650.05 and except for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 to 3743.55 and Section 1650.02, no person shall discharge, ignite or explode any fireworks in this Municipality except from 9:00 a.m. through 11:00 p.m. on the following dates:

New Year's Day
Chinese New Year

Cinco de Mayo
 Memorial Day weekend
 Juneteenth
 July 3, 4, and 5, (and the Fridays, Saturdays, and
 Sundays before and after)
 Labor Day weekend
 Diwali
 New Year's Eve

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

PASSED: _____

 PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED: _____

 MAYOR