

August 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7 PLANNING COMMISSION 7:00 CAUCUS 6:45	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22 BZA 7:00 CAUCUS 6:45	23	24
25	26	27	28	29	30	31

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

AGENDA

JULY 16, 2019

Council Meeting 7:00 p.m.

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: July 2, 2019
 - b. Motion to recess Council and Committee meetings for the month of August 2019.
 - c. 90 day extension The Swim of Things. Preliminary site plan approval for a parking lot enlargement and addition of a second egress.
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Dan Langshaw
Storm Water	Gary Petrusky
Streets	Cheryl Hannan
Utilities	Paul Marnecheck
10. Report from Council Representatives to regulatory or other boards:

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

1. **19-59 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1270 RESIDENTIAL DISTRICTS (OTHER THAN SENIOR CITIZEN AND RURAL RESIDENTIAL DISTRICTS) SECTION 1270.12 YARDS FOR ACCESSORY BUILDINGS AND USES, PARAGRAPH (a)(B), AND DECLARING AN EMERGENCY. First reading July 2, 2019 and referred to Planning Commission.**

1. **19-60** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 18-117 AS AMENDED BY ORDINANCES 19-37, AND 19-53 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.

2. **19-61** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE ROYALTON ROAD STORM IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.
 3. **19-62** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE STATE ROAD STORM SEWERS PROJECT, AND DECLARING AN EMERGENCY.
 4. **19-63** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH NOPEC, INC. FOR A CHARGING STATION AND RATIFYING SAME, AND DECLARING AN EMERGENCY.
 5. **19-64** - AN ORDINANCE ACCEPTING THE BID OF COLD HARBOR BUILDING COMPANY FOR THE NORTH ROYALTON WASTEWATER FILTER BUILDING UPGRADE PROJECT FOR AN AMOUNT NOT TO EXCEED \$3,063,879.00 AS THE LOWEST AND BEST BID, CONTINGENT UPON BEING APPROVED FOR A LOAN FROM THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY.
 6. **19-65** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH THE COUNTY OF CUYAHOGA, OHIO FOR CERTAIN REAL ESTATE DEFINED AS PPN 483-28-006, 14875 YORK ROAD FOR THE AMOUNT OF \$250,000, AND DECLARING AN EMERGENCY.
 7. **19-66** - AN ORDINANCE AMENDING ORDINANCE 14-96, WHICH AUTHORIZED THE MAYOR TO ENTER INTO AN AGREEMENT WITH STAR2STAR COMMUNICATIONS FOR SOFTWARE AND APPLICATIONS, VOICE AND DATA AND MAINTENANCE FOR THE CITY WIDE INTEGRATED PHONE SYSTEM FOR A MONTHLY SERVICE CHARGE NOT TO EXCEED \$1,418.28, BY ADDING THE POLICE DEPARTMENT PHONE SYSTEM TO THIS AGREEMENT FOR AN ADDITIONAL \$1,057.97 MONTHLY SERVICE CHARGE, EXTENDING THIS AMENDED AGREEMENT FOR AN ADDITIONAL 3 YEARS, AUTHORIZING THE MAYOR TO ENTER IN TO THIS AMENDED AGREEMENT, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 18-117 AS AMENDED BY ORDINANCES 19-37, AND 19-53 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 18-117, as amended by Ordinances 19-37 and 19-53 for the fiscal year ending December 31, 2019 by transferring and making additional appropriations and providing for transfers between funds.

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

Section 1. To provide for the current expenses and other expenditures for the City of North Royalton, Ohio for the fiscal year ending December 31, 2019, the following sums be and they are hereby appropriated as itemized on Exhibit A attached hereto and incorporated herein as if fully rewritten.

Section 2. The attached Exhibit A includes the following inter-fund transfers:

General Fund	Police Facility Fund	\$ 550,000.00	Operating
General Fund	EMS Levy Fund	1,300,000.00	Operating
General Fund	SCMR Fund	700,000.00	Operating
General Fund	Police Pension Fund	370,000.00	Operating
General Fund	Fire Pension Fund	450,000.00	Operating
General Fund	Debt Service	450,000.00	Debt Service
YMCA Special Revenue Fund	General Bond Retirement Fund	520,725.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	287,550.00	Debt Service
Storm Sewer & Drainage Fund	General Bond Retirement Fund	314,750.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	150,950.00	Debt Service
Issue 1 Sprague Road Fund	General Bond Retirement Fund	17,887.00	Debt Service

Section 3. A copy of this Ordinance shall be submitted by the Director of Finance to the Auditor of Cuyahoga County, Ohio and upon certification by said Auditor as required by law, the Director of Finance of this City is hereby authorized to draw her warrants upon the City Treasury for payment of any certification and vouchers therefore approved by the proper officers authorized by law to approve the same, or an Ordinance or Resolution of the Council to make such expenditures; provided, however, that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with the law or the Ordinances of this Council.

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

THEREFORE, provided this Ordinance receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST: DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
GENERAL FUND				
POLICE DEPARTMENT				
Personal Service	3,552,000.00	-	-	3,552,000.00
Contractual Services	321,706.00	-	-	321,706.00
Supply & Materials	180,708.00	-	-	180,708.00
Capital Outlay	50,000.00	-	-	50,000.00
Total Police Department	4,104,414.00	-	-	4,104,414.00
ANIMAL CONTROL				
Personal Service	126,900.00	-	-	126,900.00
Contractual Services	5,575.00	-	-	5,575.00
Supply & Materials	7,950.00	-	-	7,950.00
Capital Outlay	200.00	-	-	200.00
Total Animal Control Department	140,625.00	-	-	140,625.00
FIRE DEPARTMENT				
Personal Service	439,350.00	-	-	439,350.00
Contractual Services	280,400.00	-	-	280,400.00
Supply & Materials	110,700.00	-	-	110,700.00
Capital Outlay	-	-	-	-
Total Fire Department	830,450.00	-	-	830,450.00
POLICE AND FIRE COMMUNICATIONS				
Personal Service	213,400.00	-	-	213,400.00
Contractual Services	761,600.00	-	-	761,600.00
Capital Outlay	2,500.00	-	-	2,500.00
Total Police & Fire Comm	977,500.00	-	-	977,500.00
STREET LIGHTING				
Total Street Lighting	145,000.00	-	-	145,000.00
SAFETY DIRECTOR				
Personal Service	124,550.00	-	-	124,550.00
Contractual Services	6,950.00	-	-	6,950.00
Operating Supplies	6,300.00	-	-	6,300.00
Capital Outlay	1,500.00	-	-	1,500.00
Total Police & Fire Comm	139,300.00	-	-	139,300.00
CEMETERY DEPARTMENT				
Contractual Services	39,300.00	-	-	39,300.00
Supply & Materials	162,330.00	-	-	162,330.00
Capital Outlay	-	-	-	-
Total Cemetery Department	201,630.00	-	-	201,630.00
PARKS & RECREATION DEPARTMENT				
Personal Service	498,900.00	-	-	498,900.00
Contractual Services	77,311.00	-	-	77,311.00
Supply & Materials	98,760.00	-	-	98,760.00
Capital Outlay	10,000.00	-	-	10,000.00
Total Parks & Recreation Department	684,971.00	-	-	684,971.00
PLANNING COMMISSION				
Personal Service	7,400.00	-	-	7,400.00
Contractual Services	6,475.00	-	-	6,475.00
Supply & Materials	550.00	-	-	550.00
Capital Outlay	-	-	-	-
Total Planning Commission	14,425.00	-	-	14,425.00
BOARD OF ZONING				
Personal Service	12,700.00	-	-	12,700.00
Contractual Services	2,500.00	-	-	2,500.00
Supply & Materials	700.00	-	-	700.00
Total Board of Zoning	15,900.00	-	-	15,900.00
BUILDING DEPARTMENT				
Personal Service	598,600.00	-	-	598,600.00
Contractual Services	186,360.00	-	-	186,360.00
Supply & Materials	20,590.00	-	-	20,590.00
Capital Outlay	26,200.00	-	-	26,200.00
Total Building Department	831,750.00	-	-	831,750.00

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
COMMUNITY DEVELOPMENT				
Personal Service	150,263.00	-	-	150,263.00
Contractual Services	29,750.00	-	-	29,750.00
Supply & Materials	3,600.00	-	-	3,600.00
Capital Outlay	-	-	-	-
Total Community Development	183,613.00	-	-	183,613.00
RUBBISH COLLECTION				
Contractual Services	1,500,000.00	-	-	1,500,000.00
Total Rubbish Collection	1,500,000.00	-	-	1,500,000.00
SERVICE BUILDING AND GROUNDS				
Personal Service	-	-	-	-
Contractual Services	89,900.00	-	-	89,900.00
Supply & Materials	20,950.00	-	-	20,950.00
Capital Outlay	-	-	-	-
Total Service Bldg. & Grounds	110,850.00	-	-	110,850.00
MAYOR'S OFFICE				
Personal Service	316,370.00	-	-	316,370.00
Contractual Services	36,450.00	-	-	36,450.00
Supply & Materials	2,450.00	-	-	2,450.00
Capital Outlay	2,200.00	-	-	2,200.00
Total Mayor's Office	357,470.00	-	-	357,470.00
FINANCE DEPARTMENT				
Personal Service	316,124.00	-	-	316,124.00
Contractual Services	125,000.00	-	-	125,000.00
Supply & Materials	3,000.00	-	-	3,000.00
Capital Outlay	5,000.00	-	-	5,000.00
Total Finance Department	449,124.00	-	-	449,124.00
LEGAL ADMINISTRATION				
Personal Service	376,250.00	-	-	376,250.00
Contractual Services	138,650.00	-	-	138,650.00
Supply & Materials	10,400.00	-	-	10,400.00
Capital Outlay	2,200.00	-	-	2,200.00
Total Legal Administration	527,500.00	-	-	527,500.00
ENGINEERING DEPARTMENT				
Personal Service	164,150.00	-	-	164,150.00
Contractual Services	155,600.00	-	-	155,600.00
Supply & Materials	1,200.00	-	-	1,200.00
Capital Outlay	500.00	-	-	500.00
Total Engineering	321,450.00	-	-	321,450.00
LEGISLATIVE				
Personal Service	316,720.00	-	-	316,720.00
Contractual Services	54,598.00	-	-	54,598.00
Supply & Materials	13,500.00	-	-	13,500.00
Capital Outlay	6,000.00	-	-	6,000.00
Total Legislative Activity	390,818.00	-	-	390,818.00
MAYOR'S COURT				
Personal Service	154,600.00	-	-	154,600.00
Contractual Services	69,175.00	13,000.00	-	82,175.00
Supply & Materials	1,600.00	-	-	1,600.00
Total Mayor's Court	225,375.00	13,000.00	-	238,375.00
CIVIL SERVICE				
Personal Service	5,050.00	-	-	5,050.00
Contractual Services	35,100.00	-	-	35,100.00
Supply & Materials	200.00	-	-	200.00
Total Civil Service	40,350.00	-	-	40,350.00
CITY HALL BUILDING				
Personal Service	110,650.00	-	-	110,650.00
Contractual Services	232,050.00	-	-	232,050.00
Supply & Materials	41,000.00	-	-	41,000.00

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
Capital Outlay	30,000.00	-	-	30,000.00
Total City Hall Building	413,700.00	-	-	413,700.00
OTHER GENERAL GOVERNMENT				
Personal Services	20,000.00	-	-	20,000.00
Supply & Materials	250,000.00	-	-	250,000.00
Transfers-Out	3,520,000.00	300,000.00	-	3,820,000.00
Total - Other General Government	3,790,000.00	300,000.00	-	4,090,000.00
TOTAL - GENERAL FUND	16,396,215.00	313,000.00	-	16,709,215.00
ENFORCEMENT AND EDUCATIONAL FUND #205				
Personal Service	15,000.00	-	-	15,000.00
Supply & Materials	5,000.00	-	-	5,000.00
Total - Enforcement & Education	20,000.00	-	-	20,000.00
DRUG LAW ENFORCEMENT FUND #206				
Supply & Materials	200.00	-	-	200.00
Total - Drug Law Enforcement	200.00	-	-	200.00
POLICE FACILITY OPERATING FUND #207				
Personal Service	887,700.00	-	-	887,700.00
Contractual Services	21,400.00	-	-	21,400.00
Supply & Materials	65,843.00	-	-	65,843.00
Capital Outlay	2,400.00	-	-	2,400.00
Total - Police Facility Operating	977,343.00	-	-	977,343.00
LAW ENFORCEMENT TRUST FUND #208				
Contractual Service	18,500.00	-	-	18,500.00
Supply & Materials	5,500.00	-	-	5,500.00
Capital Outlay	16,000.00	-	-	16,000.00
Total - Law Enforcement Trust	40,000.00	-	-	40,000.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209				
Personal Service	2,800,000.00	-	-	2,800,000.00
Contractual Services	57,000.00	25,000.00	1,000.00	83,000.00
Supply & Materials	38,700.00	-	-	38,700.00
Total EMS Levy Fund	2,895,700.00	25,000.00	1,000.00	2,921,700.00
MOTOR VEHICLE LICENSE FUND #210				
Street Repair	225,000.00	-	-	225,000.00
Total Motor Vehicle License Fund	225,000.00	-	-	225,000.00
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211				
Signals & Signs				
Contractual Services	75,000.00	-	-	75,000.00
Supply & Materials	30,000.00	-	-	30,000.00
105,000.00	-	-	-	105,000.00
Street Reconstruction				
Contractual Service	90,000.00	-	-	90,000.00
Capital Outlay	1,000,000.00	1,300,000.00	130,000.00	2,430,000.00
1,090,000.00	1,300,000.00	130,000.00	-	2,520,000.00
Street Construction, Maintenance & Repair				
Personal Service	1,840,950.00	-	-	1,840,950.00
Contractual Services	154,275.00	-	-	154,275.00
Supply & Materials	436,500.00	-	-	436,500.00
Capital Outlay	7,000.00	-	-	7,000.00
2,438,725.00	-	-	-	2,438,725.00
Snow Removal				
Personal Service	111,350.00	-	-	111,350.00
Contractual Services	15,000.00	-	-	15,000.00
Supply & Materials	449,000.00	-	-	449,000.00
Capital Outlay	-	-	-	-
575,350.00	-	-	-	575,350.00
Total SCMR Fund	4,209,075.00	1,300,000.00	130,000.00	5,639,075.00
STATE HIGHWAY FUND #212				
Traffic Signals & Marking				
Contractual Services	20,000.00	-	-	20,000.00

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
Street Maintenance & Repair Operating Supplies	30,000.00	-	-	30,000.00
Snow & Ice Removal Supply & Materials	50,000.00	-	-	50,000.00
Total State Highway Fund	100,000.00	-	-	100,000.00
CITY INCOME TAX FUND #213				
Contractual Services	450,000.00	-	-	450,000.00
Total City Income Tax Fund	450,000.00	-	-	450,000.00
POLICE LEVY FUND #215				
Personal Services	1,135,000.00	-	-	1,135,000.00
Contractual Services	-	5,000.00	-	5,000.00
Supply & Materials	-	-	-	-
Capital Outlay	204,700.00	450,000.00	-	654,700.00
Total - Police Levy Fund	1,339,700.00	455,000.00	-	1,794,700.00
FIRE LEVY FUND #216				
Personal Service	1,000,000.00	-	-	1,000,000.00
Total Fire Levy Fund	1,000,000.00	-	-	1,000,000.00
RECYCLING GRANT FUND #217				
Contractual Services	5,000.00	-	-	5,000.00
Total Recycling Grant	5,000.00	-	-	5,000.00
OFFICE ON AGING FUND #219				
Personal Services	122,300.00	-	-	122,300.00
Contractual Services	45,150.00	-	-	45,150.00
Supply & Materials	13,400.00	-	-	13,400.00
Capital Outlay	800.00	-	-	800.00
Total Office on Aging Fund	181,650.00	-	-	181,650.00
NOPEC GRANT FUND #221				
Contractual Services	-	-	-	-
Operating Supplies	-	-	-	-
Total Court Computer Fund	-	-	-	-
COURT COMPUTER FUND #236				
Contractual Services	10,000.00	-	-	10,000.00
Operating Supplies	5,000.00	-	-	5,000.00
Capital Outlay	4,300.00	-	-	4,300.00
Total Court Computer Fund	19,300.00	-	-	19,300.00
COMMUNITY DIVERSION PROGRAM FUND #237				
Personal Services	7,000.00	-	(500.00)	6,500.00
Contractual Services	500.00	-	1,500.00	2,000.00
Operating Supplies	1,500.00	-	(1,000.00)	500.00
Total Community Diversion	9,000.00	-	-	9,000.00
ENTERPRISE ZONE FUND #239				
Contractual Services	1,750.00	-	-	1,750.00
Total Enterprise Zone Fund	1,750.00	-	-	1,750.00
YMCA SPECIAL REVENUE FUND #249				
Transfers-Out	520,725.00	-	-	520,725.00
Total Enterprise Zone Fund	520,725.00	-	-	520,725.00
ACCRUED BALANCES FUND #260				
Personal Service	175,000.00	-	-	175,000.00
Total AB Fund	175,000.00	-	-	175,000.00
POLICE PENSION FUND #261				
Personal Service	620,000.00	-	-	620,000.00
Total Police Pension Fund	620,000.00	-	-	620,000.00
FIRE PENSION FUND #262				
Personal Service	700,000.00	-	-	700,000.00

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
Total Police Pension Fund	700,000.00	-	-	700,000.00
GENERAL BOND RETIREMENT FUND #321				
Supply & Materials	10,000.00	-	-	10,000.00
Debt Service - Interest	615,000.00	-	-	615,000.00
Debt Service - Principal	1,448,000.00	-	-	1,448,000.00
Total General Bond Retirement	2,073,000.00	-	-	2,073,000.00
SPECIAL ASSESSMENT FUND #341				
Other	30,000.00	-	-	30,000.00
Debt Service	95,000.00	-	-	95,000.00
Total Special Assessment Fund	125,000.00	-	-	125,000.00
SERVICE CAPITAL FUND #430				
Capital Outlay	67,000.00	-	-	67,000.00
Total Rec Capital Improvement	67,000.00	-	-	67,000.00
RECREATION CAPITAL IMPROVEMENT FUND #431				
Recreation Capital Improvement				
Contractual Services	20,000.00	-	-	20,000.00
Total Rec Capital Improvement	20,000.00	-	-	20,000.00
FUTURE CAPITAL IMPROVEMENT FUND #432				
Transfers-Out	287,550.00	-	-	287,550.00
Total Future Capital Improvement Fund	287,550.00	-	-	287,550.00
STORM AND SEWER DRAINAGE FUND #433				
Contractual Services	80,000.00	-	-	80,000.00
Capital Outlay	-	193,100.00	15,000.00	208,100.00
Advance-Out	-	-	-	-
Transfers-Out	314,750.00	-	-	314,750.00
Total Storm & Sewer Drainage	394,750.00	193,100.00	15,000.00	602,850.00
FIRE CAPITAL IMPROVEMENT FUND #434				
Contractual Service	-	37,000.00	-	37,000.00
Capital Outlay	475,000.00	18,000.00	-	493,000.00
Debt Service	107,812.62	-	-	107,812.62
Transfer Out	150,950.00	-	-	150,950.00
Total Fire Capital Improvement Fund	733,762.62	55,000.00	-	788,762.62
ROUTE 82 WIDENING FUND #435				
Capital Outlay	-	2,824,653.36	-	2,824,653.36
Total YMCA Capital Imp Fund	-	2,824,653.36	-	2,824,653.36
YMCA CAPITAL RESERVE FUND #437				
Contractual Services	20,000.00	-	-	20,000.00
Total YMCA Capital Imp Fund	20,000.00	-	-	20,000.00
WATER MAIN FUND #445				
Contractual Services	-	105,000.00		105,000.00
Capital Outlay	500,000.00	200,000.00		700,000.00
Total Water Main Fund	500,000.00	305,000.00	-	805,000.00
ISSUE 1 - SPRAGUE ROAD FUND #451				
Transfer Out	17,887.00	-		17,887.00
Total YMCA Capital Imp Fund	17,887.00	-	-	17,887.00
		-		
ENERGY CONSERVATION PROJECT CAPITAL FUND #463				
Capital Outlay	-	2,847,000.00		2,847,000.00
Total Energy Conservation Project Capital Fund	-	2,847,000.00	-	2,847,000.00
		-		
TRADITIONS AT ROYALTON PLACE TIF #465				
Capital Outlay	-	-		-
Total Traditions at Royalton Place TIF	-	-	-	-
WASTEWATER TREATMENT FUND #551				
Sanitary Sewer Treatment				
Personal Services	1,164,500.00	-		1,164,500.00
Contractual Services	2,201,450.00	-		2,201,450.00

CITY OF NORTH ROYALTON
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
Supply & Materials	343,750.00	-		343,750.00
Capital Outlay	289,000.00	-		289,000.00
	3,998,700.00	-	-	3,998,700.00
Compost Facility				
Contractual Services	28,800.00	-		28,800.00
Supply & Materials	200.00	-	-	200.00
	29,000.00	-	-	29,000.00
Total Wastewater Treatment Fund	4,027,700.00	-	-	4,027,700.00
WASTEWATER MAINTENANCE FUND #552				
Storm Sewer & Drainage Maintenance				
Personal Service	469,900.00	-		469,900.00
Contractual Services	27,500.00	65,179.00		92,679.00
Supply & Materials	102,750.00	-		102,750.00
Capital Outlay	-	31,155.00		31,155.00
	600,150.00	96,334.00	-	696,484.00
Wastewater Maintenance				
Personal Service	825,850.00	-		825,850.00
Contractual Services	274,580.00	-		274,580.00
Supply & Materials	160,700.00	-		160,700.00
Capital Outlay	-	-		-
Debt Service	-	-		-
	1,261,130.00	-	-	1,261,130.00
Total WW Maintenance Fund	1,861,280.00	96,334.00	-	1,957,614.00
WASTEWATER DEBT SERVICE FUND #553				
Debt Service	220,000.00	-		220,000.00
Total WW Debt Service Fund	220,000.00	-	-	220,000.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555				
Professional Service	-			-
Capital Outlay	112,000.00	100,000.00		212,000.00
Transfers-Out	-	-	-	-
Total WW Repair & Replacem't	112,000.00	100,000.00	-	212,000.00
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710				
Personal Services	3,000,000.00	-		3,000,000.00
Total Improvement Holding Fund	3,000,000.00	-	-	3,000,000.00
IMPROVEMENT HOLDING FUND #763				
Refunds	30,000.00	-		30,000.00
Total Improvement Holding Fund	30,000.00	-	-	30,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764				
Other	15,000.00	-		15,000.00
Total OBBS Fund	15,000.00	-	-	15,000.00
BUILDING CONSTRUCTION BOND FUND #766				
Other	75,000.00	-		75,000.00
Total Bldg. Construction Bond	75,000.00	-	-	75,000.00
OFFICE ON AGING DEPOSITS FUND #768				
Other	3,000.00	-		3,000.00
Total Office on Aging Deposits	3,000.00	-	-	3,000.00
UNCLAIMED FUNDS #769				
Other	500.00	-		500.00
Total Unclaimed Funds	500.00	-	-	500.00
FUND TOTALS	43,469,087.62	8,514,087.36	146,000.00	52,129,174.98

ORDINANCE NO. 19-61

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Marnecheck, Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE ROYALTON ROAD STORM IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY

- WHEREAS: Northeast Ohio Regional Sewer District (NEORSDD) adopted Resolution 114-13 authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with member communities; and
- WHEREAS: The purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and
- WHEREAS: The Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and
- WHEREAS: The District supports the Community Cost-Share Royalton Road Storm Improvements project (the “Project”) as a Community Cost-Share project proposed by the City; and
- WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order to participate in this program; and
- WHEREAS: Council desires to provide for this authorization.

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

- Section 1. The Mayor is hereby authorized to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District for the Royalton Road Storm Improvements project pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit 1 and incorporated as if fully rewritten.
- Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON**

This Agreement is made and entered into this _____ day of _____, 2018, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and the City of North Royalton (City), acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20____ (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Storm Royalton Road Storm Improvements project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 **City Obligations**

1.1 The City agrees to perform as follows:

- 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
- 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.

- 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.
- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

- 2.1 The District agrees to perform as follows:
 - 2.1.1. Allocate \$200,612.00 to the City for the Project from the City's Community Cost-Share Account.
 - 2.1.2. Provide reimbursement of funds up to \$200,612.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

- 3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	Mark A. Schmitzer, P.E. City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mark A. Schmitzer, P.E.

	City Engineer
--	---------------

- 3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

- 4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Article 5 **Counterpart Signatures**

- 5.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

- 6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

- 7.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

- 8.01 Each person executing this Agreement represents and warrants that it is duly authorized

to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit “A” – District Resolution

Exhibit “B” – City Ordinance/Resolution

Exhibit “C” – District-Approved Community Cost Share Application

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON

By: _____
Robert A. Stefanik
Mayor

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF NORTH ROYALTON

Thomas A. Kelly
Director of Law

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE PROJECT:
ROYALTON ROAD STORM IMPROVEMENTS

Total Approximate Cost: \$200,612.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

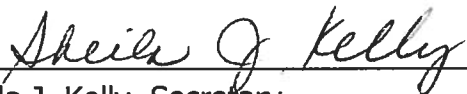
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



*Community Cost-Share Program
Application*

**Community Cost-Share Program
APPLICATION**

Member Community Information

Community:	City of North Royalton
Primary Project Contact: (Name & Title)	Mark A. Schmitzer, P.E. City Engineer
Mailing Address:	11545 Royalton Road North Royalton, OH 44133 (440) 582-3001
Phone Number:	
Email:	mschmitzer@northroyalton.org

Project Information

Project Title:	Royalton Road Storm Improvements
Address or Location of Project:	York Road to ECL, along SR 82
Project Start Date:	June 2019
Project End Date:	October 2019
Community Cost-Share Fund Request:	\$200,612.00
Submission Date:	June 12, 2019



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The City in coordination with ODOT will be resurfacing Royalton Road from York Road to the East Corporate Line in North Royalton. Included in the scope of work is to replace broken and missing sections of curbs, along with adjustments of all catch basin castings within the pavement. The curb and catch basin system are the drainage system for the roadway and are necessary in order to help preserve the life of the pavement.

The attached bid breakdown shows those portions of work included as described above.



*Community Cost-Share Program
Application*

2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The Service Department inspects and cleans storm systems throughout the City on an annual basis based on age of the infrastructure, frequency of issues/concerns, as well as the last performed maintenance on the system.



*Community Cost-Share Program
Application*

3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- **What audiences will be exposed to this Project (neighbors, students, community groups, general public)?**

The residents and business owners directly adjacent to the project along Royalton Road will be exposed to this project, as they will have a direct effect from the construction.



*Community Cost-Share Program
Application*

4) Budget Summary (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The project was designed by Richard L. Bowen & Associates, who serve as consultants to the City of North Royalton. As the City received Federal Funds for the project, the project was decided to have ODOT "let" the project. They will manage the construction based on the approved plans. I have included a copy of the bid award that breaks down the unit costs for the project and have highlighted those portions being requested as Community Cost-Share Funds.



Community Cost-Share Program Application

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel (Member Community staff only)		
Subcontract		
Equipment		
Materials		
Other	\$ 200,612	construction items
TOTAL	\$ 200,612	

**State of Ohio - Department of Transportation
Bid Results**

Page: 4
Date: 02/12/19
Time: 1:41 PM

<u>Project Number</u>	<u>State Estimate</u>	<u>PID Number</u>	<u>Letting Date</u>	<u>Completion Date</u>	<u>Federal State</u>
190083 AWARDED Cuyahoga East 116th Street	\$550,000.00	103482	1/31/2019	10/15/2019	E161(141)
BRIDGE REPAIR DBE Goal					

<u>Contractor</u>	<u>Address</u>	<u>Bid Amount</u>	<u>%</u>
PERK COMPANY INC	8100 GRAND AVE SUITE 300, CLEVELAND, OH 44104-3110	\$597,294.20	+8.60
AWARDED			
OHIO CONCRETE PAVING LLC	1364 ECHO GLEN, GATES MILLS, OH 44040	\$611,099.00	+11.11
SUBURBAN MAINTENANCE & CONSTRUCTION INC	16330 YORK RD, NORTH ROYALTON, OH 44133	\$612,494.50	+11.36
SCHIRMER CONSTRUCTION LLC	31350 INDUSTRIAL PARKWAY, NORTH OLMSTED, OH 44070	\$788,894.50	+43.44
GREAT LAKES CONSTRUCTION CO	2608 GREAT LAKES WAY, HINCKLEY, OH 44233	\$1,396,121.50	+153.84

<u>Project Number</u>	<u>State Estimate</u>	<u>PID Number</u>	<u>Letting Date</u>	<u>Completion Date</u>	<u>Federal State</u>
X190084 AWARDED Cuyahoga SR 82-06.58	\$1,525,000.00	85369	1/31/2019	10/15/2019	E161(091)
TWO LANE RESURFACING DBE Goal					

<u>Contractor</u>	<u>Address</u>	<u>Bid Amount</u>	<u>%</u>
BURTON SCOT CONTRACTORS LLC	11330 KINSMAN RD, NEWBURY, OH 44065	\$1,369,467.80	-10.20
AWARDED			
KARVO COMPANIES INC	4524 HUDSON DR, STOW, OH 44224-1702	\$1,425,188.00	-6.55
CHAGRIN VALLEY PAVING INC	17290 MUNN RD, CHAGRIN FALLS, OH 44023	\$1,441,206.25	-5.49
RONYAK PAVING INC	14376 N CHESHIRE ST, BURTON, OH 44021	\$1,499,999.00	-1.64
KOKOSING CONSTRUCTION COMPANY INC	6235 WESTERVILLE RD, WESTERVILLE, OH 43081	\$1,523,192.24	-0.12
SHELLY COMPANY	80 PARK DR BOX 266, THORNVILLE, OH 43076	\$1,579,815.00	+3.59
BARBICAS CONSTRUCTION COMPANY INC	124 DARROW RD, AKRON, OH 44305	\$1,708,170.60	+12.01
ANTHONY ALLEGA CEMENT CONTRACTOR INC	5585 CANAL RD, VALLEY VIEW, OH 44125	\$1,777,763.14	+16.57

<u>Project Number</u>	<u>State Estimate</u>	<u>PID Number</u>	<u>Letting Date</u>	<u>Completion Date</u>	<u>Federal State</u>
190085 AWARDED D10 Meigs Washington EXTRUSHEET SIGN FY2019	\$1,110,000.00	98290	1/31/2019	11/29/2019	E170(002)
SIGNING DBE Goal					

<u>Contractor</u>	<u>Address</u>	<u>Bid Amount</u>	<u>%</u>
LAKE ERIE CONSTRUCTION COMPANY	25 NORWALK ROAD, NORWALK, OH 44857	\$1,123,575.00	+1.22
AWARDED			
M P DORY CO	2001 INTEGRITY DR SOUTH, COLUMBUS, OH 43209	\$1,158,795.00	+4.40



Ohio Department of Transportation
Official Bid Tabulation
Jerry Wray, Director

Project No. 190084
PID 85369
CUY-SR 82-06.58
Federal
Type: TWO LANE RESURFACING
Letting Date: 1/31/2019
Completion Date: 10/15/2019

Contract Awarded To: BURTON SCOT CONTRACTORS LLC
Award Amount: \$1,369,467.80
Engineer's Estimate: \$1,525,000.00

Bidder 1

BURTON SCOT CONTRACTORS LLC
11330 KINSMAN RD
Geauga
NEWBURY, OH 44065
Bid \$1,369,467.80

Bidder 3

CHAGRIN VALLEY PAVING INC
17290 MUNN RD
Geauga
CHAGRIN FALLS, OH 44023
Bid \$1,441,206.25

Bidder 5

KOKOSING CONSTRUCTION COMPANY INC
6235 WESTERVILLE RD
Franklin
WESTERVILLE, OH 43081
Bid \$1,523,192.24

Bidder 7

BARBICAS CONSTRUCTION COMPANY INC
124 DARROW RD
Summit
AKRON, OH 44305
Bid \$1,708,170.60

Bidder 2

KARVO COMPANIES INC
4524 HUDSON DR
STOW, OH 44224-1702
Bid \$1,425,188.00

Bidder 4

RONYAK PAVING INC
14376 N CHESHIRE ST
Geauga
BURTON, OH 44021
Bid \$1,499,999.00

Bidder 6

SHELLY COMPANY
80 PARK DR BOX 266
Perry
THORNVILLE, OH 43076
Bid \$1,579,815.00

Bidder 8

ANTHONY ALLEGA CEMENT CONTRACTOR INC
5585 CANAL RD
Cuyahoga
VALLEY VIEW, OH 44125
Bid \$1,777,763.14

Ref #1	202E30000	WALK REMOVED, (266 SF)	
	Awd	\$6.00	\$1,596.00
	2	\$5.60	\$1,489.60
	3	\$5.60	\$1,489.60
	4	\$2.00	\$532.00
	5	\$2.00	\$532.00
	6	\$2.50	\$665.00
	7	\$5.00	\$1,330.00
	8	\$4.81	\$1,279.46
Ref #2	202E32001	CURB REMOVED, AS PER PLAN, ASPHALT, (2750 FT)	
	Awd	\$3.00	\$8,250.00
	2	\$5.75	\$15,812.50
	3	\$5.75	\$15,812.50
	4	\$2.50	\$6,875.00
	5	\$1.00	\$2,750.00
	6	\$6.00	\$16,500.00
	7	\$6.00	\$16,500.00
	8	\$3.16	\$8,690.00
Ref #3	202E32001	CURB REMOVED, AS PER PLAN, CONCRETE, (724 FT)	
	Awd	\$6.00	\$4,344.00
	2	\$7.30	\$5,285.20
	3	\$7.30	\$5,285.20
	4	\$8.00	\$5,792.00
	5	\$7.50	\$5,430.00
	6	\$7.50	\$5,430.00
	7	\$7.50	\$5,430.00
	8	\$8.87	\$6,421.88
Ref #4	204E13001	EXCAVATION OF SUBGRADE, AS PER PLAN, INCLUDING DIS, (153 CY)	
	Awd	\$25.00	\$3,825.00
	2	\$61.50	\$9,409.50
	3	\$61.50	\$9,409.50
	4	\$33.00	\$5,049.00
	5	\$33.00	\$5,049.00
	6	\$27.00	\$4,131.00
	7	\$60.00	\$9,180.00
	8	\$71.85	\$10,993.05
Ref #5	304E20000	AGGREGATE BASE, (43 CY)	
	Awd	\$55.00	\$2,365.00
	2	\$106.95	\$4,598.85
	3	\$106.95	\$4,598.85
	4	\$64.00	\$2,752.00
	5	\$64.00	\$2,752.00
	6	\$78.00	\$3,354.00
	7	\$100.00	\$4,300.00
	8	\$274.38	\$11,798.34
Ref #6	608E52000	CURB RAMP, TYPE A1, (266 SF)	
	Awd	\$25.00	\$6,650.00
	2	\$17.50	\$4,655.00
	3	\$17.50	\$4,655.00
	4	\$15.25	\$4,056.50
	5	\$15.25	\$4,056.50
	6	\$58.00	\$15,428.00
	7	\$17.50	\$4,655.00
	8	\$31.89	\$8,482.74

Ref #7	623E39501	MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN, (8 EACH)	
--------	-----------	---	--

Awd	\$400.00	\$3,200.00
2	\$512.75	\$4,102.00
3	\$512.75	\$4,102.00
4	\$500.00	\$4,000.00
5	\$500.00	\$4,000.00
6	\$850.00	\$6,800.00
7	\$500.00	\$4,000.00
8	\$577.83	\$4,622.64

Section 1 - ROADWAY - Totals

Awd	\$30,230.00
2	\$45,352.65
3	\$45,352.65
4	\$29,056.50
5	\$24,569.50
6	\$52,308.00
7	\$45,395.00
8	\$52,288.11

Ref #8	832E30000	EROSION CONTROL, (2000 EACH)	
--------	-----------	------------------------------	--

Awd	\$1.00	\$2,000.00
2	\$1.00	\$2,000.00
3	\$1.00	\$2,000.00
4	\$1.00	\$2,000.00
5	\$1.00	\$2,000.00
6	\$1.00	\$2,000.00
7	\$1.00	\$2,000.00
8	\$1.00	\$2,000.00

Section 2 - EROSION CONTROL - Totals

Awd	\$2,000.00
2	\$2,000.00
3	\$2,000.00
4	\$2,000.00
5	\$2,000.00
6	\$2,000.00
7	\$2,000.00
8	\$2,000.00

Ref #9	605E05110	4" SHALLOW PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC, (3150 FT)	
--------	-----------	---	--

Awd	\$8.00	\$25,200.00
2	\$9.75	\$30,712.50
3	\$9.75	\$30,712.50
4	\$9.50	\$29,925.00
5	\$9.50	\$29,925.00
6	\$5.00	\$15,750.00
7	\$9.00	\$28,350.00
8	\$16.52	\$52,038.00

Ref #10	611E98631	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN, (58 EACH)	
	Awd	\$750.00	\$43,500.00
	2	\$791.50	\$45,907.00
	3	\$792.50	\$45,965.00
	4	\$675.00	\$39,150.00
	5	\$500.00	\$29,000.00
	6	\$750.00	\$43,500.00
	7	\$800.00	\$46,400.00
	8	\$1,207.08	\$70,010.64
Ref #11	611E98634	CATCH BASIN RECONSTRUCTED TO GRADE, (11 EACH)	
	Awd	\$1,300.00	\$14,300.00
	2	\$1,969.00	\$21,659.00
	3	\$1,969.00	\$21,659.00
	4	\$1,250.00	\$13,750.00
	5	\$1,250.00	\$13,750.00
	6	\$990.00	\$10,890.00
	7	\$1,500.00	\$16,500.00
	8	\$1,680.79	\$18,488.69
Ref #12	611E99655	MANHOLE ADJUSTED TO GRADE, AS PER PLAN, (32 EACH)	
	Awd	\$700.00	\$22,400.00
	2	\$510.00	\$16,320.00
	3	\$510.00	\$16,320.00
	4	\$650.00	\$20,800.00
	5	\$650.00	\$20,800.00
	6	\$750.00	\$24,000.00
	7	\$500.00	\$16,000.00
	8	\$1,100.00	\$35,200.00
Ref #13	611E99820	SPECIAL - MISCELLANEOUS METAL, (2500 LB)	
	Awd	\$1.25	\$3,125.00
	2	\$1.50	\$3,750.00
	3	\$1.50	\$3,750.00
	4	\$2.35	\$5,875.00
	5	\$1.35	\$3,375.00
	6	\$4.00	\$10,000.00
	7	\$1.50	\$3,750.00
	8	\$1.21	\$3,025.00

Section 3 - DRAINAGE - Totals

Awd	\$108,525.00
2	\$118,348.50
3	\$118,406.50
4	\$109,500.00
5	\$96,850.00
6	\$104,140.00
7	\$111,000.00
8	\$178,762.33

Ref #14	251E01011	PARTIAL DEPTH PAVEMENT REPAIR (441), AS PER PLAN, (215 CY)	
	Awd	\$350.00	\$75,250.00
	2	\$370.00	\$79,550.00
	3	\$275.00	\$59,125.00
	4	\$560.00	\$120,400.00
	5	\$350.00	\$75,250.00
	6	\$269.00	\$57,835.00
	7	\$269.00	\$57,835.00
	8	\$723.98	\$155,655.70
Ref #15	253E02001	PAVEMENT REPAIR, AS PER PLAN, (325 CY)	
	Awd	\$250.00	\$81,250.00
	2	\$270.00	\$87,750.00
	3	\$300.00	\$97,500.00
	4	\$325.00	\$105,625.00
	5	\$280.00	\$91,000.00
	6	\$269.00	\$87,425.00
	7	\$269.00	\$87,425.00
	8	\$359.44	\$116,818.00
Ref #16	254E01001	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN, 3, (54880 SY)	
	Awd	\$1.65	\$90,552.00
	2	\$1.80	\$98,784.00
	3	\$2.20	\$120,736.00
	4	\$2.00	\$109,760.00
	5	\$2.05	\$112,504.00
	6	\$2.15	\$117,992.00
	7	\$3.50	\$192,080.00
	8	\$2.03	\$111,406.40
Ref #17	254E01601	PATCHING PLANED SURFACE, AS PER PLAN, (1100 SY)	
	Awd	\$2.00	\$2,200.00
	2	\$0.50	\$550.00
	3	\$5.00	\$5,500.00
	4	\$1.00	\$1,100.00
	5	\$1.50	\$1,650.00
	6	\$1.00	\$1,100.00
	7	\$1.95	\$2,145.00
	8	\$11.59	\$12,749.00
Ref #18	407E20000	NON-TRACKING TACK COAT, (8232 GAL)	
	Awd	\$2.00	\$16,464.00
	2	\$2.50	\$20,580.00
	3	\$2.00	\$16,464.00
	4	\$2.50	\$20,580.00
	5	\$2.25	\$18,522.00
	6	\$2.00	\$16,464.00
	7	\$3.50	\$28,812.00
	8	\$4.53	\$37,290.96
Ref #19	441E50101	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), AS, (1910 CY)	
	Awd	\$162.00	\$309,420.00
	2	\$161.00	\$307,510.00
	3	\$165.00	\$315,150.00
	4	\$160.00	\$305,600.00
	5	\$185.00	\$353,350.00
	6	\$175.00	\$334,250.00
	7	\$200.00	\$382,000.00
	8	\$211.51	\$403,984.10

Ref #20	441E50301	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448, (2670 CY)	
	Awd	\$121.00	\$323,070.00
	2	\$117.00	\$312,390.00
	3	\$129.00	\$344,430.00
	4	\$134.00	\$357,780.00
	5	\$142.00	\$379,140.00
	6	\$130.00	\$347,100.00
	7	\$150.00	\$400,500.00
	8	\$142.93	\$381,623.10

Ref #21	609E26000	CURB, TYPE 6, (3474 FT)	
	Awd	\$22.00	\$76,428.00
	2	\$14.65	\$50,894.10
	3	\$14.65	\$50,894.10
	4	\$31.00	\$107,694.00
	5	\$32.00	\$111,168.00
	6	\$38.20	\$132,706.80
	7	\$14.00	\$48,636.00
	8	\$16.95	\$58,884.30

Section 4 - PAVEMENT - Totals

Awd	\$974,634.00
2	\$958,008.10
3	\$1,009,799.10
4	\$1,128,539.00
5	\$1,142,584.00
6	\$1,094,872.80
7	\$1,199,433.00
8	\$1,278,411.56

Ref #22	638E10801	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN, (16 EACH)	
	Awd	\$400.00	\$6,400.00
	2	\$369.95	\$5,919.20
	3	\$369.95	\$5,919.20
	4	\$500.00	\$8,000.00
	5	\$500.00	\$8,000.00
	6	\$750.00	\$12,000.00
	7	\$350.00	\$5,600.00
	8	\$867.21	\$13,875.36

Section 5 - WATER WORK - Totals

Awd	\$6,400.00
2	\$5,919.20
3	\$5,919.20
4	\$8,000.00
5	\$8,000.00
6	\$12,000.00
7	\$5,600.00
8	\$13,875.36

Ref #23	642E00100	EDGE LINE, 4", TYPE 1, (2.44 MILE)	
	Awd	\$485.00	\$1,183.40
	2	\$485.00	\$1,183.40
	3	\$485.00	\$1,183.40
	4	\$1,040.00	\$2,537.60
	5	\$485.00	\$1,183.40
	6	\$1,040.00	\$2,537.60
	7	\$1,040.00	\$2,537.60
	8	\$533.50	\$1,301.74
Ref #24	642E00200	LANE LINE, 4", TYPE 1, (0.55 MILE)	
	Awd	\$400.00	\$220.00
	2	\$400.00	\$220.00
	3	\$400.00	\$220.00
	4	\$800.00	\$440.00
	5	\$400.00	\$220.00
	6	\$800.00	\$440.00
	7	\$800.00	\$440.00
	8	\$440.00	\$242.00
Ref #25	642E00300	CENTER LINE, TYPE 1, (2.98 MILE)	
	Awd	\$900.00	\$2,682.00
	2	\$900.00	\$2,682.00
	3	\$900.00	\$2,682.00
	4	\$1,275.00	\$3,799.50
	5	\$900.00	\$2,682.00
	6	\$1,275.00	\$3,799.50
	7	\$1,275.00	\$3,799.50
	8	\$990.00	\$2,950.20
Ref #26	642E00400	CHANNELIZING LINE, 8", TYPE 1, (3032 FT)	
	Awd	\$0.55	\$1,667.60
	2	\$0.55	\$1,667.60
	3	\$0.55	\$1,667.60
	4	\$0.78	\$2,364.96
	5	\$0.55	\$1,667.60
	6	\$0.80	\$2,425.60
	7	\$0.78	\$2,364.96
	8	\$0.61	\$1,849.52
Ref #27	642E00500	STOP LINE, TYPE 1, (305 FT)	
	Awd	\$3.35	\$1,021.75
	2	\$3.50	\$1,067.50
	3	\$3.35	\$1,021.75
	4	\$4.10	\$1,250.50
	5	\$3.35	\$1,021.75
	6	\$4.10	\$1,250.50
	7	\$4.10	\$1,250.50
	8	\$3.69	\$1,125.45
Ref #28	642E00600	CROSSWALK LINE, TYPE 1, (1456 FT)	
	Awd	\$2.35	\$3,421.60
	2	\$2.35	\$3,421.60
	3	\$2.35	\$3,421.60
	4	\$2.05	\$2,984.80
	5	\$2.35	\$3,421.60
	6	\$2.05	\$2,984.80
	7	\$2.05	\$2,984.80
	8	\$2.59	\$3,771.04

Ref #29	642E00700	TRANSVERSE/DIAGONAL LINE, TYPE 1, (636 FT)	
	Awd	\$2.95	\$1,876.20
	2	\$2.95	\$1,876.20
	3	\$2.95	\$1,876.20
	4	\$2.00	\$1,272.00
	5	\$2.95	\$1,876.20
	6	\$2.00	\$1,272.00
	7	\$2.00	\$1,272.00
	8	\$3.25	\$2,067.00

Ref #30	642E01300	LANE ARROW, TYPE 1, (50 EACH)	
	Awd	\$42.50	\$2,125.00
	2	\$42.50	\$2,125.00
	3	\$42.50	\$2,125.00
	4	\$48.00	\$2,400.00
	5	\$42.50	\$2,125.00
	6	\$48.00	\$2,400.00
	7	\$48.00	\$2,400.00
	8	\$46.75	\$2,337.50

Ref #31	642E01400	WORD ON PAVEMENT, 72", TYPE 1, (22 EACH)	
	Awd	\$90.00	\$1,980.00
	2	\$90.00	\$1,980.00
	3	\$90.00	\$1,980.00
	4	\$58.00	\$1,276.00
	5	\$90.00	\$1,980.00
	6	\$58.00	\$1,276.00
	7	\$58.00	\$1,276.00
	8	\$99.00	\$2,178.00

Section 6 - TRAFFIC CONTROL - Totals

Awd	\$16,177.55
2	\$16,223.30
3	\$16,177.55
4	\$18,325.36
5	\$16,177.55
6	\$18,386.00
7	\$18,325.36
8	\$17,822.45

Ref #32	632E26500	DETECTOR LOOP, 12' x 6', (1 EACH)	
	Awd	\$900.00	\$900.00
	2	\$900.00	\$900.00
	3	\$1,200.00	\$1,200.00
	4	\$1,200.00	\$1,200.00
	5	\$1,200.00	\$1,200.00
	6	\$900.00	\$900.00
	7	\$1,100.00	\$1,100.00
	8	\$1,062.57	\$1,062.57

Ref #33	632E26500	DETECTOR LOOP, 35' x 6', (1 EACH)	
	Awd	\$1,100.00	\$1,100.00
	2	\$1,100.00	\$1,100.00
	3	\$1,220.00	\$1,220.00
	4	\$1,220.00	\$1,220.00
	5	\$1,220.00	\$1,220.00
	6	\$1,100.00	\$1,100.00
	7	\$1,300.00	\$1,300.00
	8	\$1,298.69	\$1,298.69
Ref #34	632E26500	DETECTOR LOOP, 40' x 6', (9 EACH)	
	Awd	\$1,100.00	\$9,900.00
	2	\$1,100.00	\$9,900.00
	3	\$1,270.00	\$11,430.00
	4	\$1,270.00	\$11,430.00
	5	\$1,270.00	\$11,430.00
	6	\$1,100.00	\$9,900.00
	7	\$1,300.00	\$11,700.00
	8	\$1,298.69	\$11,688.21
Ref #35	632E26500	DETECTOR LOOP, 6' x 6', (8 EACH)	
	Awd	\$900.00	\$7,200.00
	2	\$900.00	\$7,200.00
	3	\$600.00	\$4,800.00
	4	\$600.00	\$4,800.00
	5	\$600.00	\$4,800.00
	6	\$900.00	\$7,200.00
	7	\$1,000.00	\$8,000.00
	8	\$1,062.57	\$8,500.56

Section 7 - TRAFFIC SIGNALS - Totals

Awd	\$19,100.00
2	\$19,100.00
3	\$18,650.00
4	\$18,650.00
5	\$18,650.00
6	\$19,100.00
7	\$22,100.00
8	\$22,550.03

Ref #36	614E11110	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSIST, (50 HOUR)	
	Awd	\$65.00	\$3,250.00
	2	\$65.00	\$3,250.00
	3	\$75.00	\$3,750.00
	4	\$65.00	\$3,250.00
	5	\$75.00	\$3,750.00
	6	\$65.00	\$3,250.00
	7	\$65.00	\$3,250.00
	8	\$66.00	\$3,300.00

Ref #37	614E13000	ASPHALT CONCRETE FOR MAINTAINING TRAFFIC, (50 CY) *	
	Awd	\$230.00	\$11,500.00
	2	\$200.00	\$10,000.00
	3	\$250.00	\$12,500.00
	4	\$200.00	\$10,000.00
	5	\$100.00	\$5,000.00
	6	\$115.00	\$5,750.00
	7	\$150.00	\$7,500.00
	8	\$50.00	\$2,500.00
Ref #38	614E18600	PORTABLE CHANGEABLE MESSAGE SIGN, (8 SNMT) *	
	Awd	\$925.00	\$7,400.00
	2	\$925.00	\$7,400.00
	3	\$925.00	\$7,400.00
	4	\$925.00	\$7,400.00
	5	\$750.00	\$6,000.00
	6	\$925.00	\$7,400.00
	7	\$1,000.00	\$8,000.00
	8	\$1,017.50	\$8,140.00
Ref #39	614E20000	WORK ZONE LANE LINE, CLASS I, 4", (1.65 MILE)	
	Awd	\$500.00	\$825.00
	2	\$400.00	\$660.00
	3	\$500.00	\$825.00
	4	\$495.00	\$816.75
	5	\$495.00	\$816.75
	6	\$495.00	\$816.75
	7	\$495.00	\$816.75
	8	\$550.00	\$907.50
Ref #40	614E21000	WORK ZONE CENTER LINE, CLASS I, (8.91 MILE)	
	Awd	\$900.00	\$8,019.00
	2	\$900.00	\$8,019.00
	3	\$900.00	\$8,019.00
	4	\$880.00	\$7,840.80
	5	\$880.00	\$7,840.80
	6	\$880.00	\$7,840.80
	7	\$880.00	\$7,840.80
	8	\$990.00	\$8,820.90
Ref #41	614E22000	WORK ZONE EDGE LINE, CLASS I, 4", (7.32 MILE)	
	Awd	\$485.00	\$3,550.20
	2	\$485.00	\$3,550.20
	3	\$485.00	\$3,550.20
	4	\$615.00	\$4,501.80
	5	\$615.00	\$4,501.80
	6	\$615.00	\$4,501.80
	7	\$615.00	\$4,501.80
	8	\$533.50	\$3,905.22
Ref #42	614E23000	WORK ZONE CHANNELIZING LINE, CLASS I, 8", (9096 FT)	
	Awd	\$0.45	\$4,093.20
	2	\$0.45	\$4,093.20
	3	\$0.45	\$4,093.20
	4	\$0.59	\$5,366.64
	5	\$0.59	\$5,366.64
	6	\$0.60	\$5,457.60
	7	\$0.59	\$5,366.64
	8	\$0.50	\$4,548.00

Ref #43	614E25000	WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS I, WHITE, (369 FT)	
	Awd	\$2.75	\$1,014.75
	2	\$2.75	\$1,014.75
	3	\$2.75	\$1,014.75
	4	\$1.75	\$645.75
	5	\$1.60	\$590.40
	6	\$1.75	\$645.75
	7	\$1.75	\$645.75
	8	\$3.03	\$1,118.07
Ref #44	614E25000	WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS I, YELLO, (1539 FT)	
	Awd	\$2.75	\$4,232.25
	2	\$2.75	\$4,232.25
	3	\$2.75	\$4,232.25
	4	\$1.75	\$2,693.25
	5	\$1.60	\$2,462.40
	6	\$1.75	\$2,693.25
	7	\$1.75	\$2,693.25
	8	\$3.03	\$4,663.17
Ref #45	614E26000	WORK ZONE STOP LINE, CLASS I, (915 FT)	
	Awd	\$3.00	\$2,745.00
	2	\$3.00	\$2,745.00
	3	\$3.00	\$2,745.00
	4	\$2.90	\$2,653.50
	5	\$2.50	\$2,287.50
	6	\$2.90	\$2,653.50
	7	\$2.90	\$2,653.50
	8	\$3.30	\$3,019.50
Ref #46	614E27000	WORK ZONE CROSSWALK LINE, CLASS I, (4359 FT)	
	Awd	\$2.15	\$9,371.85
	2	\$2.15	\$9,371.85
	3	\$2.15	\$9,371.85
	4	\$1.25	\$5,448.75
	5	\$1.10	\$4,794.90
	6	\$1.25	\$5,448.75
	7	\$1.25	\$5,448.75
	8	\$2.37	\$10,330.83

Section 8 - MAINTENANCE OF TRAFFIC - Totals

Awd	\$56,001.25
2	\$54,336.25
3	\$57,501.25
4	\$50,617.24
5	\$43,411.19
6	\$46,458.20
7	\$48,717.24
8	\$51,253.19

Ref #47	103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYM, (LUMP SUM) ✕	
	Awd	\$12,150.00	\$12,150.00
	2	\$15,000.00	\$15,000.00
	3	\$10,000.00	\$10,000.00
	4	\$12,150.00	\$12,150.00
	5	\$5,500.00	\$5,500.00
	6	\$5,000.00	\$5,000.00
	7	\$50,000.00	\$50,000.00
	8	\$8,469.98	\$8,469.98
Ref #48	203E98500	ROADWAY, MISC., PRE-CONSTRUCTION PHOTOGRAPHY, (LUMP SUM)	
	Awd	\$1,750.00	\$1,750.00
	2	\$2,000.00	\$2,000.00
	3	\$2,000.00	\$2,000.00
	4	\$1,500.00	\$1,500.00
	5	\$1,400.00	\$1,400.00
	6	\$5,000.00	\$5,000.00
	7	\$1,500.00	\$1,500.00
	8	\$1,496.00	\$1,496.00
Ref #49	614E11001	MAINTAINING TRAFFIC, AS PER PLAN, (LUMP SUM)	
	Awd	\$87,500.00	\$87,500.00
	2	\$130,000.00	\$130,000.00
	3	\$112,000.00	\$112,000.00
	4	\$60,000.00	\$60,000.00
	5	\$110,750.00	\$110,750.00
	6	\$157,550.00	\$157,550.00
	7	\$150,000.00	\$150,000.00
	8	\$76,425.55	\$76,425.55
Ref #50	619E16011	FIELD OFFICE, TYPE B, AS PER PLAN, (6 MNTH)	
	Awd	\$1,500.00	\$9,000.00
	2	\$2,000.00	\$12,000.00
	3	\$750.00	\$4,500.00
	4	\$1,500.00	\$9,000.00
	5	\$1,800.00	\$10,800.00
	6	\$2,500.00	\$15,000.00
	7	\$600.00	\$3,600.00
	8	\$2,229.00	\$13,374.00
Ref #51	623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING, (LUMP SUM)	
	Awd	\$6,000.00	\$6,000.00
	2	\$1,900.00	\$1,900.00
	3	\$500.00	\$500.00
	4	\$2,500.00	\$2,500.00
	5	\$2,500.00	\$2,500.00
	6	\$8,000.00	\$8,000.00
	7	\$500.00	\$500.00
	8	\$3,625.84	\$3,625.84
Ref #52	624E10000	MOBILIZATION, (LUMP SUM)	
	Awd	\$40,000.00	\$40,000.00
	2	\$45,000.00	\$45,000.00
	3	\$38,400.00	\$38,400.00
	4	\$50,160.90	\$50,160.90
	5	\$40,000.00	\$40,000.00
	6	\$40,000.00	\$40,000.00
	7	\$50,000.00	\$50,000.00
	8	\$57,408.74	\$57,408.74

Section 9 - INCIDENTALS - Totals

Awd	\$156,400.00
2	\$205,900.00
3	\$167,400.00
4	\$135,310.90
5	\$170,950.00
6	\$230,550.00
7	\$255,600.00
8	\$160,800.11

ORDINANCE NO. 19-62

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Marnecheck, Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE STATE ROAD STORM SEWERS PROJECT, AND DECLARING AN EMERGENCY

- WHEREAS: Northeast Ohio Regional Sewer District (NEORSDD) adopted Resolution 114-13 authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with member communities; and
- WHEREAS: The purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and
- WHEREAS: The Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and
- WHEREAS: The District supports the Community Cost-Share State Road Storm Sewers project (the “Project”) as a Community Cost-Share project proposed by the City; and
- WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order to participate in this program; and
- WHEREAS: Council desires to provide for this authorization.

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

- Section 1. The Mayor is hereby authorized to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District for the State Road Storm Sewers project pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit 1 and incorporated as if fully rewritten.
- Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to enter into a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON**

This Agreement is made and entered into this _____ day of _____, 2019, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and the City of North Royalton (City), acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20____ (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share State Road Storm Sewers project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

1.1 The City agrees to perform as follows:

- 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
- 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.
- 1.1.3 Notify the City’s Watershed Team Leader at least 7 business days prior to the start of the Project.

- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

- 2.1 The District agrees to perform as follows:
 - 2.1.1. Allocate \$79,823.00 to the City for the Project from the City's Community Cost-Share Account.
 - 2.1.2. Provide reimbursement of funds up to \$79,823.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

- 3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	Mark A. Schmitzer, P.E. City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mark A. Schmitzer, P.E. City Engineer

- 3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

- 4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Article 5 **Counterpart Signatures**

- 5.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

- 6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

- 7.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

- 8.01 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit “A” – District Resolution

Exhibit “B” – City Ordinance/Resolution

Exhibit “C” – District-Approved Community Cost Share Application

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON

By: _____
Robert A. Stefanik
Mayor

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF NORTH ROYALTON

Thomas A. Kelly
Director of Law

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE PROJECT:

STATE ROAD STORM SEWERS

Total Approximate Cost:	\$79,823.00
-------------------------	-------------

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

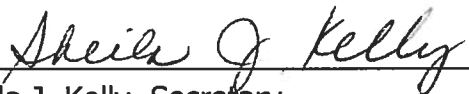
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



**Community Cost-Share Program
APPLICATION**

Member Community Information

Community:	City of North Royalton
Primary Project Contact: (Name & Title)	Mark A. Schmitzer, P.E. City Engineer
Mailing Address:	11545 Royalton Road North Royalton, OH 44133 (440) 582-3001
Phone Number:	
Email:	mschmitzer@northroyalton.org

Project Information

Project Title:	State Road Storm Sewers
Address or Location of Project:	14600 State Road, north 1000', on the west side of State Road
Project Start Date:	July 2019
Project End Date:	October 2019
Community Cost-Share Fund Request:	\$79,823.00
Submission Date:	June 20, 2019



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The City was awarded \$208,900 in Federal Funds to install a sidewalk on the west side of State Road from 14600 State Road (City Hall) north to connect to the existing sidewalk near Trumpeter Boulevard. This section of State Road currently has roadside ditches with driveway culverts to convey the storm water. The project proposes to enclose this system and install a storm sewer system in its place.

The reason for enclosing the ditch system is for safety. Now that a sidewalk will be next to the ditch, we felt that enclosing the deep ditches and installing a storm sewer system would better benefit the users of the sidewalk, as well as allow for a better maintained storm conveyance system for the City.

The project was just currently let for bidding and awarded the bid by ODOT in early April 2019. The construction schedule is attached.



*Community Cost-Share Program
Application*

2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The City of North Royalton will own and maintain the proposed storm sewer system, as it will be installed within the public right-of-way. The Service Department inspects and cleans storm systems throughout the City on an annual basis based on age of the infrastructure, frequency of issues/concerns, as well as the last performed maintenance on the system.



Community Cost-Share Program Application

3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

The residents and business owners directly adjacent to the project along State Road will be exposed to this project, as they will have a direct effect from the construction. The City will be hosting a meeting with the public prior to construction to inform all parties of the proposed improvements.



Community Cost-Share Program Application

4) Budget Summary (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The project was designed by Richard L. Bowen & Associates, who serve as consultants to the City of North Royalton. As the City received Federal Funds for the project, the project was decided to have ODOT "let" the project. They will manage the construction based on the approved plans. I have included a copy of the bid award that breaks down the unit costs for the project and have highlighted those portions being requested as Community Cost-Share Funds.



**Community Cost-Share Program
Application**

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other	\$79,823.00	storm sewer pipe and structures
TOTAL	\$ 79,823.00	



Ohio Department of Transportation
Official Bid Tabulation
Jerry Wray, Director

Project No. 190234
PID 106748
CUY-North Royalton TLCI
Federal
Type: MISCELLANEOUS
Letting Date: 4/18/2019
Completion Date: 10/15/2019

Contract Awarded To: ECLIPSE CO LLC
Award Amount: \$252,784.00
Engineer's Estimate: \$200,000.00

Bidder 1

ECLIPSE CO LLC
11554 EAST WASHINGTON ST
Geauga
CHAGRIN FALLS, OH 44023
Bid \$252,784.00

Bidder 3

PERK COMPANY INC
8100 GRAND AVE SUITE 300

CLEVELAND, OH 44104-3110
Bid \$385,319.00

Bidder 2

C A AGRESTA CONSTRUCTION CO
4186 GREENVALE RD
Cuyahoga
CLEVELAND, OH 44121
Bid \$270,747.00

Ref #1	201E11000	CLEARING AND GRUBBING, (LUMP SUM)	
	Awd	\$4,632.60	\$4,632.60
	2	\$4,000.00	\$4,000.00
	3	\$4,500.00	\$4,500.00
Ref #2	202E23000	PAVEMENT REMOVED, (94 SY)	
	Awd	\$14.00	\$1,316.00
	2	\$15.00	\$1,410.00
	3	\$35.00	\$3,290.00
Ref #3	202E23010	PAVEMENT REMOVED, ASPHALT, (30 SY)	
	Awd	\$21.00	\$630.00
	2	\$15.00	\$450.00
	3	\$35.00	\$1,050.00
Ref #4	202E30000	WALK REMOVED, (277 SF)	
	Awd	\$2.00	\$554.00
	2	\$2.00	\$554.00
	3	\$2.50	\$692.50
Ref #5	202E35100	PIPE REMOVED, 24" AND UNDER, (298 FT)	
	Awd	\$18.50	\$5,513.00
	2	\$15.00	\$4,470.00
	3	\$35.00	\$10,430.00
Ref #6	202E38201	GUARDRAIL REMOVED FOR REUSE, AS PER PLAN, (10 FT)	
	Awd	\$15.00	\$150.00
	2	\$50.00	\$500.00
	3	\$110.00	\$1,100.00
Ref #7	202E58100	CATCH BASIN REMOVED, (1 EACH)	
	Awd	\$400.00	\$400.00
	2	\$500.00	\$500.00
	3	\$300.00	\$300.00
Ref #8	203E10001	EXCAVATION, AS PER PLAN, (\$68 CY)	
	Awd	\$20.00	\$11,360.00
	2	\$35.00	\$19,880.00
	3	\$28.00	\$15,904.00
Ref #9	203E20000	EMBANKMENT, (800 CY)	
	Awd	\$28.00	\$22,400.00
	2	\$15.00	\$12,000.00
	3	\$35.00	\$28,000.00

Section 1 - ROADWAY - Totals

Awd	\$46,955.60
2	\$43,764.00
3	\$65,266.50

Ref #10	659E00301	TOPSOIL, AS PER PLAN, (174 CY)	
	Awd	\$62.00	\$10,788.00
	2	\$50.00	\$8,700.00
	3	\$48.00	\$8,352.00
Ref #11	659E00501	SEEDING AND MULCHING, CLASS 1, AS PER PLAN, (1564 SY)	
	Awd	\$3.00	\$4,692.00
	2	\$6.00	\$9,384.00
	3	\$8.50	\$13,294.00

Ref #12	659E20001	COMMERCIAL FERTILIZER, AS PER PLAN, (0.14 TON)	
	Awd	\$1,000.00	\$140.00
	2	\$500.00	\$70.00
	3	\$850.00	\$119.00
Ref #13	659E35000	WATER, (4.2 MGAL)	
	Awd	\$2.00	\$8.40
	2	\$25.00	\$105.00
	3	\$45.00	\$189.00
Ref #14	832E15001	STORM WATER POLLUTION PREVENTION PLAN, AS PER PLAN, (LUMP SUM)	
	Awd	\$2,835.00	\$2,835.00
	2	\$3,500.00	\$3,500.00
	3	\$6,500.00	\$6,500.00

Section 2 - EROSION CONTROL - Totals

Awd	\$18,463.40
2	\$21,759.00
3	\$28,454.00

Ref #15	611E04600	12" CONDUIT, TYPE C, (504 FT)	
	Awd	\$59.00	\$29,736.00
	2	\$75.00	\$37,800.00
	3	\$90.00	\$45,360.00
Ref #16	611E07600	18" CONDUIT, TYPE C, (119 FT)	
	Awd	\$59.00	\$7,021.00
	2	\$90.00	\$10,710.00
	3	\$110.00	\$13,090.00
Ref #17	611E09100	21" CONDUIT, TYPE C, (214 FT)	
	Awd	\$69.00	\$14,766.00
	2	\$120.00	\$25,680.00
	3	\$140.00	\$29,960.00
Ref #18	611E97800	SPECIAL - DRAINAGE(SPECIAL - CORE NEW HOLE IN EX. , (LUMP SUM)	
	Awd	\$4,200.00	\$4,200.00
	2	\$1,500.00	\$1,500.00
	3	\$800.00	\$800.00
Ref #19	611E98450	CATCH BASIN, NO. 2-2A, (6 EACH)	
	Awd	\$1,800.00	\$10,800.00
	2	\$1,500.00	\$9,000.00
	3	\$1,900.00	\$11,400.00
Ref #20	611E98511	CATCH BASIN, NO. 2-3, AS PER PLAN, (7 EACH)	
	Awd	\$1,900.00	\$13,300.00
	2	\$2,500.00	\$17,500.00
	3	\$2,700.00	\$18,900.00

Section 3 - DRAINAGE - Totals

Awd	\$79,823.00
2	\$102,190.00
3	\$119,510.00

Ref #21	204E10000	SUBGRADE COMPACTION, (655 SY)	
	Awd	\$5.00	\$3,275.00
	2	\$1.00	\$655.00
	3	\$3.50	\$2,292.50
Ref #22	255E20000	FULL DEPTH PAVEMENT SAWING, (304 FT)	
	Awd	\$6.00	\$1,824.00
	2	\$3.00	\$912.00
	3	\$2.50	\$760.00
Ref #23	304E20001	AGGREGATE BASE, AS PER PLAN, (22 CY)	
	Awd	\$76.00	\$1,672.00
	2	\$75.00	\$1,650.00
	3	\$70.00	\$1,540.00
Ref #24	451E10011	6" REINFORCED CONCRETE PAVEMENT, CLASS QC1, AS PER, (134 SY)	
	Awd	\$61.00	\$8,174.00
	2	\$80.00	\$10,720.00
	3	\$95.00	\$12,730.00
Ref #25	608E10001	4" CONCRETE WALK, AS PER PLAN, (4726 SF)	
	Awd	\$7.00	\$33,082.00
	2	\$8.00	\$37,808.00
	3	\$13.50	\$63,801.00
Ref #26	690E50350	SPECIAL - MAILBOX REMOVED AND RESET, (3 EACH)	
	Awd	\$200.00	\$600.00
	2	\$200.00	\$600.00
	3	\$250.00	\$750.00

Section 4 - PAVEMENT - Totals

Awd	\$48,627.00
2	\$52,345.00
3	\$81,873.50

Ref #27	638E10800	VALVE BOX ADJUSTED TO GRADE, (7 EACH)	
	Awd	\$250.00	\$1,750.00
	2	\$200.00	\$1,400.00
	3	\$850.00	\$5,950.00
Ref #28	638E10900	SERVICE BOX ADJUSTED TO GRADE, (7 EACH)	
	Awd	\$250.00	\$1,750.00
	2	\$200.00	\$1,400.00
	3	\$175.00	\$1,225.00

Section 5 - WATER WORK - Totals

Awd	\$3,500.00
2	\$2,800.00
3	\$7,175.00

Ref #29	103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYM, (LUMP SUM)	
	Awd	\$10,000.00	\$10,000.00
	2	\$4,000.00	\$4,000.00
	3	\$4,700.00	\$4,700.00

Ref #30	614E11001	MAINTAINING TRAFFIC, AS PER PLAN, (LUMP SUM)	
	Awd	\$30,000.00	\$30,000.00
	2	\$25,000.00	\$25,000.00
	3	\$61,840.00	\$61,840.00
Ref #31	623E10001	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER P, (LUMP SUM)	
	Awd	\$3,400.00	\$3,400.00
	2	\$4,000.00	\$4,000.00
	3	\$5,500.00	\$5,500.00
Ref #32	624E10000	MOBILIZATION, (LUMP SUM)	
	Awd	\$10,000.00	\$10,000.00
	2	\$11,889.00	\$11,889.00
	3	\$6,500.00	\$6,500.00
Ref #33	690E20010	SPECIAL - AS-BUILT CONSTRUCTION PLANS, (LUMP SUM)	
	Awd	\$1,500.00	\$1,500.00
	2	\$2,000.00	\$2,000.00
	3	\$3,500.00	\$3,500.00
Ref #34	690E98400	SPECIAL - PRE-CONSTRUCTION PHOTOGRAPHY, (LUMP SUM)	
	Awd	\$515.00	\$515.00
	2	\$1,000.00	\$1,000.00
	3	\$1,000.00	\$1,000.00

Section 6 - INCIDENTALS - Totals

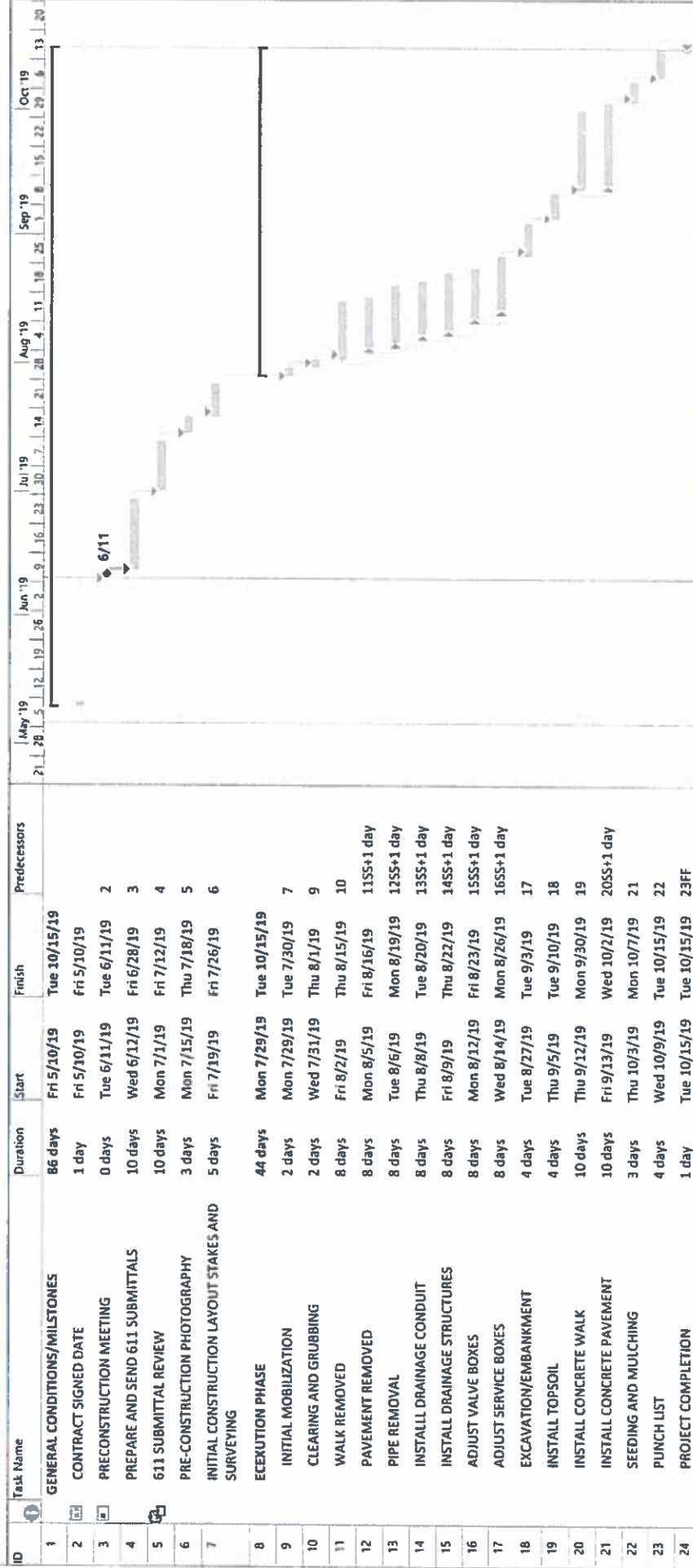
Awd	\$55,415.00
2	\$47,889.00
3	\$83,040.00

Contract Number: 190234
County: Cuyahoga County
PID #: 106748

ODOT 190234



Contract Date: 05/10/2019
Completion Date: 10/15/2019
Contractor: Eclipse Co. LLC



Task	Project Summary	Manual Task	Start-only	Deadline
Spt	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ORDINANCE NO. 19-63

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Marnecheck, Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT
WITH NOPEC, INC. FOR A CHARGING STATION AND RATIFYING SAME, AND
DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton applied for a Powering Our Communities (POC) grant award; and

WHEREAS: Said award was approved by the NOPEC, Inc. POC Grants Review Committee; and

WHEREAS: This grant will be used for a Charging Station; and

WHEREAS: Council wishes to authorize the Mayor to enter into this agreement and ratify same.

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

Section 1. Council hereby authorizes the Mayor to enter into a grant agreement and ratify same with NOPEC, Inc. for a Charging Station pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into a grant agreement with NOPEC, Inc. for a Charging Station.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

NOPEC, INC. ELECTRONIC DEVICE CHARGING STATION

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“NOPEC”), and The City of North Royalton, Cuyahoga County, Ohio (“Grantee”; NOPEC and Grantee, the “Parties”) regarding a one-time grant by NOPEC to Grantee of one or more electronic device charging station(s) in accordance with NOPEC Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Electronic Device Charging Station.** NOPEC hereby grants all equipment, components, and parts necessary for 1 Locker Style electronic device charging station(s) (“Charging Station”) to Grantee in accordance with NOPEC Policy. The Charging Station will contain the NOPEC logo and NOPEC marketing. By executing this Grant Agreement, Grantee authorizes the use and display of NOPEC’s logo and marketing on the Charging Station for as long as the Charging Station is used.

2. **Installation of Charging Station.** Grantee shall be solely responsible for the installation of the Charging Station, at Grantee’s sole cost and expense. Further, Grantee shall be responsible for any and all operation of, and maintenance required for, the Charging Station and for payment of all electricity used by the Charging Station.

3. **Inability to Perform.** In the event that Grantee does not or cannot install or use the Charging Station, Grantee shall immediately notify NOPEC in writing and return the Charging Station to NOPEC.

4. **Termination.**

(a) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

(b) Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NOPEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

5. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law,

in connection with activities conducted in connection with this Agreement, Grantee agrees to defend NOPEC and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

6. Miscellaneous.

(a) Governing Law. The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) Notices. All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: _____
Name: _____
_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of NOPEC.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee's legislative authority for Grantee to accept the Charging Station Grant and enter into this Agreement.

(i) Determinations by NOPEC Final. All determinations as to an award of any Charging Station, will be made by NOPEC and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the Charging Station Grant and this Agreement as may be required and NOPEC shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and NOPEC to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

NOPEC, INC.:

City of North Royalton _____, Ohio

Individual Authorized by Grantee's
Legislation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Signature page to NOPEC Energized Community Grant Agreement.]

ORDINANCE NO. 19-64

INTRODUCED BY: Marnecheck, Nickell, Kasaris

AN ORDINANCE ACCEPTING THE BID OF COLD HARBOR BUILDING COMPANY FOR THE NORTH ROYALTON WASTEWATER FILTER BUILDING UPGRADE PROJECT FOR AN AMOUNT NOT TO EXCEED \$3,063,879.00 AS THE LOWEST AND BEST BID, CONTINGENT UPON BEING APPROVED FOR A LOAN FROM THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the North Royalton Wastewater Filter Building Upgrade Project; and

WHEREAS: It has been determined that the bid of Cold Harbor Building Company for an amount not to exceed \$3,063,879.00 is the lowest and best bid; and

WHEREAS: The city has applied to the Ohio Water Development Authority (OWDA) for a loan to finance the costs of this project; and

WHEREAS: Council desires to accept this bid contingent upon being approved for the OWDA loan.

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

Section 1. Council hereby accepts the bid of Cold Harbor Building Company for the North Royalton Wastewater Filter Building Upgrade Project for an amount not to exceed \$\$3,063,879.00 as the lowest and best bid as outlined in Exhibit A attached hereto, contingent upon being approved for the loan from the OWDA.

Section 2. The Mayor is hereby authorized to enter into a contract with Cold Harbor Building Company in a form approved by the Director of Law.

Section 3. The Wastewater Superintendent is hereby authorized and directed to forward a certified copy of this Ordinance to Cold Harbor Building Company and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the bid of Cold Harbor Building Company for the North Royalton Wastewater Filter Building Upgrade Project so that this work may commence, contingent upon being approved for the loan from the OWDA.

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

PRESIDENT OF COUNCIL

APPROVED:

MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



Stantec Consulting Services Inc.
1001 Lakeside Avenue East Suite 1600, Cleveland OH 44114-1193

July 12, 2019
File: 173409473

Attention: Mark Smith
City of North Royalton
Wastewater Superintendent
11675 Royalton Road
North Royalton, OH 44133
440.237.5010

Dear Mr. Smith,

Reference: North Royalton WWTP "A" Tertiary Filters and UV Disinfection Replacement Project

The City of North Royalton received two (2) sealed bids for the above referenced project on July 11, 2019 which were opened and read publicly. A summary of the bids received, listed from apparent lowest to highest bid, is as follows:

Bidder	Apparent Total Bid
Cold Harbor Building Co.	\$3,063,879.00
ABC Piping Co.	\$3,891,200.00

Each bid package as provided by the City of North Royalton has been analyzed for cost, correctness, completeness, and compliance with the required bidding provisions. A summary of the review of the bid packages received is attached to this document in an attachment titled Bid Results Spreadsheet.

Stantec's review of the submitted bid packages confirmed that Cold Harbor Building Co. of Chardon, Ohio is the lowest responsive bidder. No calculation errors were discovered during the review of Cold Harbor Building Co.'s bid form.

The Published Engineer's Opinion of Probable Construction Cost (EOPCC) is \$4,332,000.00. The total bid by Cold Harbor Building Co. is 29.3% lower than the Published EOPCC. The higher bid by ABC Piping Co. is 10.2% lower than the Published EOPCC.

As indicated in the Instruction to Bidders, the City has the option of requesting additional information from the low bidder to further evaluate financial capabilities, the experience of the firm and subcontractors, and the experience of key personnel prior to issuing the Notice of Award.

July 12, 2019
Mark Smith
Page 2 of 2

Reference: North Royalton WWTP "A" Tertiary Filters and UV Disinfection Replacement Project

Please let us know if we can assist you with further evaluations.

Regards,

Stantec Consulting Services Inc.



Janet Kern-Vannoy

Project Manager

Phone: 216 298 0685

Janet.kern-vannoy@stantec.com

Attachment: Bid Results Spreadsheet
EOPCC

c.

North Royalton Wastewater Plant "A" Tertiary Filters and UV Disinfection Replacement Project

City of North Royalton, Ohio

Bid Opening: 7/11/2019, 1:00PM

<i>Bidder's Name</i>	Cold Harbor Building Co.	ABC Piping Co.
<i>Bid Document Requirements</i>		
Addendum 1, 2 and 3 Received	yes	yes
Bid Proposal Signed	yes	yes
Bid Form Complete	yes	yes
List of Named Equipment/Material Manufacturers Complete	yes	no
Substitution Sheet Complete	none proposed	none proposed
Subcontractor Information Complete	yes	partially complete, some subs TBD
Bidder's Qualifications Complete	yes	yes
Non-Collusion Affidavit Complete	yes	yes
No Delinquent Personal Property Tax Affidavit Complete	yes	yes
Delinquent Personal Property Tax Affidavit Complete	no	no
Campaign Finance Law Letter & Certification Complete	yes	no
Performance/Payment Bond	no	no
Bid & Performance/Payment Bond	yes	yes
Power of Attorney	yes	yes
Insurance Certificate of Compliance	yes	yes

<i>Bidder's Name</i>	Cold Harbor Building Co.	ABC Piping Co.
<i>Bid Item</i>		
1 Section 01 29 00 - Mobilization	\$200,000.00	\$100,000.00
2 Section 46 61 24 - Tertiary Filter System	\$590,000.00	\$680,000.00
3 Section 46 66 53 - UV Disinfection System	\$300,000.00	\$342,000.00
4 All Division Sections Not Listed in Bid Items 1-3	\$1,649,890.00	\$2,370,000.00
5 Specific Allowance for Tertiary Filter Rehabilitation	\$50,000.00	\$50,000.00
8 Contingency	\$273,989.00	\$349,200.00
TOTAL BID:	\$3,063,879.00	\$3,891,200.00

<i>Bidder's Name</i>	Cold Harbor Building Co.	ABC Piping Co.
<i>Named Manufacturers</i>		
<i>Specification Section</i>		
43 30 62 - Slide Gates	Hydro Gate	"Per Spec"
43 25 05 - Submersible Sump Pump	Zoeller	"Per Spec"
46 61 24 - Tertiary Filter System	Evoqua	Evoqua
46 66 53 - UV Disinfection System	Trojan	Trojan

Client: *City of North Royalton*

Sheet: 1 of 1

Project: *North Royalton WWTP A Tertiary Filters & UV Disinfection Replacement Project*

Date: 6/18/2019

Description: *90% OPCC - Class II*

Job No:

By: *KMC*

Chkd By: *JLL*

SUMMARY OF MARKUPS		
Payroll & Insurance	Payroll Tax (OH)	13.28%
	WCI Rate	2.92%
Subcontractor Markups	Job Office Overhead	8%
	Home Office Overhead	3%
	Profit	12%
	Bond	1.0%
	Insurance	1.5%
Contractor Markups	Job Office Overhead	8%
	Home Office Overhead	3%
	Profit	12%
	Bond	1.0%
	Insurance	1.5%
Owner Markups	Sales Tax	0%
	Escalation *1yr at 3%/yr	3%
	Contingency	10%

SUMMARY OF COSTS			
Direct Cost	\$	2,695,404	
Contract Cost	\$	3,823,473	*Direct Cost incl. payroll, insurance, subcontractor, and contractor markups
Escalation	\$	114,704	
Contingency	\$	393,818	
Opinion of Probable Cost	\$	4,331,995	*Contract Cost incl. escalation & contingency
Cost Range	\$	3,466,000	*Per AACE cost estimate guidelines (see below)
		-20%	
	\$	4,982,000	
		15%	

AACE International CLASS 2 Cost Estimate - Class 2 estimates are generally prepared to form a detailed control baseline against which all project work is monitored in terms of cost and progress control. Typically, engineering is from 30% to 70% complete. Class 2 estimates involve a high degree of deterministic estimating methods. Class 2 estimating efforts are characterized by significant line item detail. Typical accuracy ranges for Class 2 estimates are -5% to -15% on the low side, and +5 to +20% on the high side, depending on the technological complexity of the project. As little as 300 hrs or less to perhaps more than 3,000 hours may be spent preparing the estimate based on the project and estimating methodology. Bid estimates typically require more effort than estimates used for funding or control purposes (AACE International Recommended Practices and Standards).

Estimated by KMC

Designed by

Prepared by KMC

Preparation Date 4/8/2019

Effective Date of Pricing 4/8/2019

Estimated Construction Time Days

This report is not copyrighted, but the information contained herein is For Official Use Only.

North Royalton WWTP A Tertiary Filters	1
Mobilization & Demobilization	1
General Conditions.....	1
Temporary Works.....	1
Mechanical/Electrical	1
Special Inspections	1
Commissioning.....	1
Restoration	1
Tertiary Filter System (materials only)	1
UV Disinfection System (materials only)	1
Miscellaneous Work (all work except Bid Item 1 through 3, 5 and 6)	1
Demolition	1
Mechanical Demolition	1
HVAC Demolition.....	1
Electrical & Instrumentation Demolition.....	2
Receptables, Lighting, & Miscellaneous.....	2
Conduit, Cable, Wiring.....	2
Structural Demolition	2
Haul & Dump	2
Civil	2
Staging Area	2

Erosion & Sediment Control	3
Misc. Civil	3
Structural.....	3
Structural Influent Vault	3
Sampler House	3
HVAC	3
Mechanical	4
Electrical & Instrumentation.....	4
Receptacles & Lighting	4
Conduit, Cable, Wiring.....	4
Site Electrical	5
Instrumentation	5
Instruments, Sensors, Transmitters	5
Interface Equipment	5
Installation & Commissioning	5
Coatings	5
Specific Allowance for Tertiary Filter Rehabilitation	5
Contingency	5

Description	Quantity	UOM	DirectCost	ContractCost	Escalation	Contingency	ProjectCost
North Royalton WWTP A Tertiary Filters			2,695,404.34	3,823,472.72	114,704.18	393,817.69	4,331,994.59
Mobilization & Demobilization	1.0000	EA	444,514.18	641,741.46	19,252.24	66,099.37	727,093.08
General Conditions	1.0000	EA	84,000.00	122,789.58	3,683.69	12,647.33	139,120.59
(Note: Covered in markup factors.)							
Security	2,400.0000	HR	84,000.00	122,789.58	3,683.69	12,647.33	139,120.59
Temporary Works	1.0000	EA	150,000.00	219,267.10	6,578.01	22,584.51	248,429.63
Mechanical/Electrical	1.0000	EA	150,000.00	219,267.10	6,578.01	22,584.51	248,429.63
Bypass Allowance (Mechanical/Electrical)	1.0000	LS	100,000.00	146,178.07	4,385.34	15,056.34	165,619.75
(Note: Bypass scope to be determined.)							
Temporary Power	1.0000	LS	50,000.00	73,089.03	2,192.67	7,528.17	82,809.88
Special Inspections	1.0000	EA	50,000.00	73,089.03	2,192.67	7,528.17	82,809.88
Special Inspection	1.0000	LS	50,000.00	73,089.03	2,192.67	7,528.17	82,809.88
Commissioning	1.0000	EA	150,514.18	211,977.94	6,359.34	21,833.73	240,171.01
Systems Integrator	1.0000	LS	35,000.00	51,162.32	1,534.87	5,269.72	57,966.91
Commissioning	500.0000	HR	115,514.18	160,815.62	4,824.47	16,564.01	182,204.10
Restoration	1.0000	EA	10,000.00	14,617.81	438.53	1,505.63	16,561.98
Seeding & Restoration	1.0000	LS	10,000.00	14,617.81	438.53	1,505.63	16,561.98
Tertiary Filter System (materials only)	1.0000	EA	519,291.30	722,942.84	21,688.29	74,463.11	819,094.24
Rehab existing concrete six (6) Cell HydroClear Rapid Sand Filter	1.0000	LS	482,000.00	671,026.94	20,130.81	69,115.77	760,273.52
Evoqua Oversight (Air Compressor, Low Pressure Blowers, Sand Filter)	1.0000	LS	18,000.00	25,059.10	751.77	2,581.09	28,391.96
Stainless steel, flange, replacement	18.0000	EA	19,291.30	26,856.80	805.70	2,766.25	30,428.76
UV Disinfection System (materials only)	1.0000	EA	296,950.00	413,405.50	12,402.16	42,580.77	468,388.43
UV Trojan Disinfection System	1.0000	LS	296,950.00	413,405.50	12,402.16	42,580.77	468,388.43
Miscellaneous Work (all work except Bid Item 1 through 3, 5 and 6)	1.0000	EA	1,141,138.51	1,636,766.02	49,102.98	168,586.90	1,854,455.90
Demolition	1.0000	EA	244,078.90	339,799.82	10,193.99	34,999.38	384,993.20
Mechanical Demolition	1.0000	EA	121,503.94	169,154.39	5,074.63	17,422.90	191,651.92
selective demolition, 16"-20" sleeve type coupling	18.0000	EA	19,168.98	26,686.52	800.60	2,748.71	30,235.82
selective demolition, valves, 16" diameter, selective demolition, pneumatic BF inlet valve	12.0000	EA	19,132.66	26,635.96	799.08	2,743.50	30,178.54
selective demolition, valves, 24" diameter, selective demolition, pneumatic BF inlet valve	6.0000	EA	9,566.33	13,317.98	399.54	1,371.75	15,089.27
selective demolition, valves, 18" diameter, selective demolition, pneumatic BF inlet valve	6.0000	EA	9,566.33	13,317.98	399.54	1,371.75	15,089.27
selective demolition, existing solenoid panel	2.0000	EA	2,786.88	3,879.82	116.39	399.62	4,395.83
selective demolition, existing filter VCP	1.0000	EA	1,837.07	2,557.52	76.73	263.42	2,897.67
selective demolition, duplex air compressor, existing	1.0000	EA	2,391.58	3,329.49	99.88	342.94	3,772.32
selective demolition, existing blowers	2.0000	EA	3,682.61	5,126.83	153.80	528.06	5,808.70
selective demolition, existing PDC	2.0000	EA	532.47	741.29	22.24	76.35	839.88
selective demolition, existing UV banks 1-4 piping items & filter media	4.0000	EA	11,757.26	16,368.13	491.04	1,685.92	18,545.09
selective demolition, alum stop gates, 18" x 48"	2.0000	EA	2,870.51	3,996.24	119.89	411.61	4,527.74
selective demolition, existing auto level control gate	2.0000	EA	5,741.02	7,992.49	239.77	823.23	9,055.49
selective demolition, backwash trough items	4.0000	EA	7,044.56	9,807.23	294.22	1,010.15	11,111.60
selective demolition, filter underdrain sequence items per cell	6.0000	EA	21,133.67	29,421.70	882.65	3,030.44	33,334.79
selective demolition, 3/4" pvc, sch 80, diffuser	500.0000	LF	2,372.78	3,303.32	99.10	340.24	3,742.66
Selective demolition, chemical degreaser ball valve	6.0000	EA	1,919.22	2,671.89	80.16	275.20	3,027.25
HVAC Demolition	1.0000	EA	9,377.81	13,055.52	391.67	1,344.72	14,791.90
exhaust fan, selective demolition	5.0000	EA	1,741.80	2,424.89	72.75	249.76	2,747.39
supply fan, selective demolition	2.0000	EA	1,161.20	1,616.59	48.50	166.51	1,831.60
electrical demolition,cabinet, 400 watts, remove	1.0000	EA	1,161.20	1,616.59	48.50	166.51	1,831.60
Heater, electric, unit, cabinet, fan or convector, selective demolition	6.0000	EA	1,045.08	1,454.93	43.65	149.86	1,648.44
unit heater, above 200 MBH, selective demolition	6.0000	EA	1,014.61	1,412.51	42.38	145.49	1,600.37
Packaged terminal air conditioner, 14,000 thru 48,000 BTUH, selective demolition	1.0000	EA	1,127.34	1,569.46	47.08	161.65	1,778.19

Description	Quantity	UOM	DirectCost	ContractCost	Escalation	Contingency	ProjectCost
air conditioner, split unit air conditioner, package unit, selective demolition	1.0000	EA	999.23	1,391.10	41.73	143.28	1,576.12
air compressor, selective demolition	1.0000	EA	1,127.34	1,569.46	47.08	161.65	1,778.19
Electrical & Instrumentation Demolition	1.0000	EA	88,691.19	123,473.39	3,704.20	12,717.76	139,895.35
Receptables, Lighting, & Miscellaneous	1.0000	EA	49,670.55	69,149.95	2,074.50	7,122.45	78,346.90
electrical demolition, UV bank removal, power distribution center	1.0000	EA	6,967.20	9,699.54	290.99	999.05	10,989.58
electrical demolition, DO sensor removal	2.0000	EA	2,085.99	2,904.05	87.12	299.12	3,290.29
electrical demolition, LSH/LSL removal	9.0000	EA	3,766.05	5,242.99	157.29	540.03	5,940.31
electrical demolition, removes panel ncluding removal of all breakers, conduit terminations & wire connections	3.0000	EA	3,800.29	5,290.66	158.72	544.94	5,994.32
Receptacle, electrical demolition, remove	34.0000	EA	2,961.06	4,122.30	123.67	424.60	4,670.57
4-way switch, electrical demolition, remove	2.0000	EA	995.31	1,385.65	41.57	142.72	1,569.94
3-way switch, electrical demolition, remove	27.0000	EA	1,175.71	1,636.80	49.10	168.59	1,854.49
electrical demolition, UV Bank work	1.0000	EA	9,728.41	13,543.62	406.31	1,394.99	15,344.92
electrical demolition, sampler house items	1.0000	EA	5,836.58	8,125.52	243.77	836.93	9,206.22
electrical demolition, duct terminal pull box	1.0000	EA	972.84	1,354.36	40.63	139.50	1,534.49
linear luminaire, electrical demolition, remove	65.0000	EA	5,660.85	7,880.88	236.43	811.73	8,929.03
ceiling mount luminaire, electrical demolition, remove	21.0000	EA	1,828.89	2,546.13	76.38	262.25	2,884.76
selective demolition, existing power distribution center	4.0000	EA	3,891.36	5,417.45	162.52	558.00	6,137.97
Conduit, Cable, Wiring	1.0000	EA	39,020.63	54,323.44	1,629.70	5,595.31	61,548.45
Conduit, rigid galvanized steel, 1/2" to 1" diameter, electrical demolition, remove conduit to 15' high, including fittings & hangers	2,950.0000	LF	6,731.87	9,371.93	281.16	965.31	10,618.39
Flexible metallic conduit, steel, 1-1/2" to 2" diameter, electrical demolition, remove	100.0000	LF	986.15	1,372.89	41.19	141.41	1,555.48
Conduit, rigid galvanized steel, 2-1/2" to 3-1/2" diameter, electrical demolition, remove conduit to 15' high, including fittings & hangers	50.0000	LF	690.30	961.02	28.83	98.99	1,088.84
electrical demolition, #10 wire	3,600.0000	LF	4,677.81	6,512.32	195.37	670.77	7,378.46
electrical demolition, #12 wire	11,000.0000	LF	11,818.41	16,453.26	493.60	1,694.69	18,641.54
electrical demolition, #14 wire	1,350.0000	LF	1,305.65	1,817.69	54.53	187.22	2,059.44
electrical demolition, #16 wire	3,200.0000	LF	3,537.18	4,924.36	147.73	507.21	5,579.30
electrical demolition, #4 wire	4.5000	CLF	93.78	130.55	3.92	13.45	147.92
electrical demolition, #6 wire	8.5000	CLF	143.99	200.46	6.01	20.65	227.12
electrical demolition, #8 wire	3,850.0000	LF	6,216.76	8,654.80	259.64	891.44	9,805.89
electrical demolition, 3/0 wire	8.0000	CLF	920.40	1,281.36	38.44	131.98	1,451.78
electrical demolition, cat 6 wire	16.5000	CLF	1,898.33	2,642.80	79.28	272.21	2,994.30
Structural Demolition	1.0000	EA	15,887.49	22,118.12	663.54	2,278.17	25,059.83
selective demolition, remove existing w6x15 and accessories	5.0000	EA	1,293.33	1,800.54	54.02	185.46	2,040.01
selective demolition, railing and posts	62.0000	LF	1,611.55	2,243.55	67.31	231.09	2,541.94
selective demolition, existing 2 ton capacity electric monorail and hoist	63.0000	LF	2,586.16	3,600.38	108.01	370.84	4,079.23
selective demolition, sampler house and concrete pad	110.0000	SF	6,006.22	8,361.69	250.85	861.25	9,473.79
Minor site demolition, sidewalk, concrete, plain, 4" thick, remove	3.0000	SY	1,112.60	1,548.92	46.47	159.54	1,754.93
Minor site demolition, slab on grade, 4" thick	0.2000	CY	982.11	1,367.27	41.02	140.83	1,549.12
Minor site demolition, equipment pad, existing blowers	0.5000	CY	982.11	1,367.27	41.02	140.83	1,549.12
Selective demolition, torch cutting, grating	18.0000	SF	1,313.41	1,828.50	54.85	188.34	2,071.69
Haul & Dump	1.0000	EA	8,618.48	11,998.41	359.95	1,235.84	13,594.20
Selective demolition, rubbish handling, over 8 C.Y. truck, loading & trucking, haul, per mile, includes haul, cost to be added to demolition cost	50.0000	CY	1,218.48	1,696.33	50.89	174.72	1,921.95
Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only	100.0000	TON	7,400.00	10,302.07	309.06	1,061.11	11,672.25
Civil	1.0000	EA	14,811.95	20,620.78	618.62	2,123.94	23,363.34
Staging Area	1.0000	EA	4,563.52	6,353.21	190.60	654.38	7,198.18

Description	Quantity	UOM	DirectCost	ContractCost	Escalation	Contingency	ProjectCost
Fine grading, finish grading, small area, to be paved with grader	544.3256	SY	2,325.54	3,237.56	97.13	333.47	3,668.15
Base course drainage layers, aggregate base course for roadways and large paved areas, compacted, 3/4" stone base, to 4" deep	544.3256	SY	2,237.98	3,115.65	93.47	320.91	3,530.03
Erosion & Sediment Control	1.0000	EA	5,038.58	7,014.57	210.44	722.50	7,947.51
Containment & enclosure systems, polycarbonate, 4' x 8'	3.0000	EA	1,479.81	2,060.15	61.80	212.20	2,334.15
Bulk material hauling, hazardous waste packaging, poly liners, bulk solids & sludge, 32' dump truck body liner, disposable, 6 mil	10.0000	EA	248.70	346.23	10.39	35.66	392.28
Selective demolition, dump charges	10.0000	TON	1,500.00	2,088.26	62.65	215.09	2,366.00
Synthetic erosion control, silt fence, install and maintain, remove, 3' high	500.0000	LF	855.09	1,190.44	35.71	122.61	1,348.76
Erosion Control, inlet protection	10.0000	RLL	954.98	1,329.50	39.88	136.94	1,506.32
Misc. Civil	1.0000	EA	5,209.84	7,253.00	217.59	747.06	8,217.65
Structural excavation for Aluminum Kickplate, 3/4 C.Y. bucket, machine excavation	2.0000	BCY	1,261.86	1,756.73	52.70	180.94	1,990.37
Structural excavation for Influent Vault, 1 C.Y. bucket, machine excavation, hydraulic backhoe	250.0000	BCY	2,800.72	3,899.09	116.97	401.61	4,417.67
Backfill, Influent Vault, 2-1/4 C.Y. bucket, minimal haul	150.0000	LCY	1,147.26	1,597.18	47.92	164.51	1,809.61
Structural	1.0000	EA	142,625.20	208,486.77	6,254.60	21,474.14	236,215.51
Railing, pipe, 3 rails, 3'-6" high, posts @ 5' O.C., 1-1/4" dia, shop fabricated	53.0000	LF	3,779.24	5,524.42	165.73	569.02	6,259.17
Structural steel beam or girder, HSS 3x3x1/4 @ el 851.5	24.0000	LF	761.85	1,113.66	33.41	114.71	1,261.77
Structural steel beam or girder, HSS 3x3x1/4 @ el 861	24.0000	LF	761.85	1,113.66	33.41	114.71	1,261.77
Structural concrete, placing, column, square or round, with crane and bucket, 12" thick, includes leveling (strike off) & consolidation	3.0000	CY	1,320.72	1,930.60	57.92	198.85	2,187.37
Structural steel beam or girder, W8x18	42.0000	LF	1,519.30	2,220.88	66.63	228.75	2,516.25
Structural steel column, W8x18	162.0000	LF	5,860.14	8,566.24	256.99	882.32	9,705.55
Hydro-Gate - 18"x48" Slide Gate	2.0000	EA	42,719.18	62,446.07	1,873.38	6,431.95	70,751.40
Structural steel beam or girder, W8x13	150.0000	LF	5,426.06	7,931.71	237.95	816.97	8,986.62
Structural steel beam or girder, S12x50, monorail beam (Note: Includes bolts and splice plates (assume (3) along the length of the beam for bidding purposes).)	100.0000	LF	10,204.85	14,917.26	447.52	1,536.48	16,901.25
Structural concrete, corbel	1.0000	CY	2,355.42	3,443.11	103.29	354.64	3,901.04
Bolts, 3/4" diameter for monorail beam	8.0000	EA	108.87	159.14	4.77	16.39	180.30
Anchor bolts, hooked type, single, 5/8" diameter x 8" long, installed in fresh concrete, includes nut and washer	48.0000	EA	612.68	895.61	26.87	92.25	1,014.72
CMU Wall Closure Detail	1.0000	LS	3,500.00	5,116.23	153.49	526.97	5,796.69
Aluminum plate, 3/8" thick, 10" wide, 26' long, incl. accessories	26.0000	LF	1,429.25	2,089.24	62.68	215.19	2,367.11
Wallace Tri-Adjustable Crane, Geared Trolley, 2-Ton Electric Trolley Hoist	1.0000	EA	11,658.00	17,041.44	511.24	1,755.27	19,307.95
Grout-in Hole, Fan Removal	2.0000	CF	693.80	1,014.18	30.43	104.46	1,149.07
Structural Influent Vault	30.3000	CY	37,580.92	54,935.06	1,648.05	5,658.31	62,241.42
Structural concrete, cast in place, slab	7.7000	CY	9,715.17	14,201.45	426.04	1,462.75	16,090.24
Structural concrete, concrete fill	1.6000	CY	1,143.77	1,671.94	50.16	172.21	1,894.31
Structural concrete, cast in place, walls	16.3300	CY	16,762.14	24,502.58	735.08	2,523.77	27,761.42
Structural concrete, cast in place, elevated slab	4.7500	CY	3,384.88	4,947.95	148.44	509.64	5,606.03
Waterstop, PVC, dumbbell type, 3/8" thick x 6" wide	17.0000	LF	958.46	1,401.06	42.03	144.31	1,587.41
Roof hatch, aluminum curb & cover, 3'-6" x 3'-6"	0.0000	EA	0.00	0.00	0.00	0.00	0.00
Bituminous asphalt coating, for foundation, asphalt, with fibers, 1/2" thick, install dampproofing	528.0000	SF	1,715.22	2,507.28	75.22	258.25	2,840.75
Manhole Rungs	9.0000	EA	3,901.27	5,702.80	171.08	587.39	6,461.27
Sampler House	1.0000	EA	12,333.08	18,028.26	540.85	1,856.91	20,426.01
Structural concrete, cast in place, slab	1.8000	CY	2,271.08	3,319.82	99.59	341.94	3,761.36
FRP Sampler House Structure	58.5000	SF	10,062.00	14,708.44	441.25	1,514.97	16,664.66
HVAC	1.0000	EA	47,778.07	69,841.06	2,095.23	7,193.63	79,129.92
gas fired unit heater, 115 V, 25 MBH	6.0000	EA	3,482.08	5,090.04	152.70	524.27	5,767.01
electric heating, unit heater, heavy duty, 480 volt, 4 kW, includes fan & mounting bracket	6.0000	EA	10,955.16	16,014.04	480.42	1,649.45	18,143.91

Description	Quantity	UOM	DirectCost	ContractCost	Escalation	Contingency	ProjectCost
ductless split air conditioning unit, 30,000 BTU/H, 670 CFM	2.0000	EA	10,901.73	15,935.94	478.08	1,641.40	18,055.42
Fans, in-line centrifugal, 5250 CFM, 800 RPM	3.0000	EA	11,728.47	17,144.45	514.33	1,765.88	19,424.66
Fans, in-line centrifugal, 2980 CFM, 580 RPM	1.0000	EA	3,621.40	5,293.69	158.81	545.25	5,997.75
Fans, in-line centrifugal, 660 CFM, 998 RPM	1.0000	EA	2,053.56	3,001.85	90.06	309.19	3,401.10
Fans, in-line centrifugal, 2350 CFM, 669 RPM	1.0000	EA	2,982.12	4,359.20	130.78	449.00	4,938.97
Fans, in-line centrifugal, 1300 CFM, 747 RPM	1.0000	EA	2,053.56	3,001.85	90.06	309.19	3,401.10
Mechanical	1.0000	EA	191,171.44	266,143.54	7,984.31	27,412.79	301,540.64
Influent Vault - Sump Pump	1.0000	LS	3,109.00	4,328.26	129.85	445.81	4,903.92
Pipe, plastic, PVC, 2" diameter, schedule 40, excludes couplings and hangers	20.0000	LF	2,658.49	3,701.08	111.03	381.21	4,193.32
Mechanical Labor for Filter Underdrain Work	6.0000	EA	123,406.67	171,803.31	5,154.10	17,695.74	194,653.15
Mechanical Labor for UV Disinfection System	1.0000	EA	35,273.16	49,106.30	1,473.19	5,057.95	55,637.44
Miscellaneous Mechanical Labor	1.0000	EA	23,506.03	32,724.44	981.73	3,370.62	37,076.79
Pipe, plastic, PVC, 1" diameter, schedule 40, rerouting	30.0000	LF	1,579.08	2,198.35	65.95	226.43	2,490.73
Pipe, plastic, PVC, 2" diameter, schedule 40, rerouting	30.0000	LF	1,639.02	2,281.79	68.45	235.02	2,585.27
Electrical & Instrumentation	1.0000	EA	450,672.95	658,785.01	19,763.55	67,854.86	746,403.42
Receptacles & Lighting	1.0000	EA	119,370.90	174,494.07	5,234.82	17,972.89	197,701.78
COOPER CROUSE-HINDS PVM-9L-N-2A-UNV1, luminaire, LED fixture, 13", 175 watt	3.0000	EA	7,483.87	10,939.77	328.19	1,126.80	12,394.76
COOPER CROUSE-HINDS PVM-11L-N-2A-UNV1, luminaire, LED fixture, 13", 150 Watt	4.0000	EA	8,979.80	13,126.50	393.80	1,352.03	14,872.33
Lithonia CSXW LED 30C 700 40K T4M MVOLT DDBXD 69W LED Outdoor Contour Wallpack, 700mA, 4000K, Type IV Medium Distribution, 120-277V, Surface Mount, Dark Bronze Finish	2.0000	EA	3,388.13	4,952.70	148.58	510.13	5,611.41
Receptacle, switch	3.0000	EA	1,471.56	2,151.10	64.53	221.56	2,437.20
120V Duplex Receptacle	2.0000	LF	986.74	1,442.40	43.27	148.57	1,634.24
120V Duplex Receptacle, Weatherproof, Ground Fault Circuit Interrupter	34.0000	LF	1,357.54	1,984.43	59.53	204.40	2,248.35
Receptacles, 4-way receptacle switch	2.0000	EA	1,055.11	1,542.34	46.27	158.86	1,747.48
Receptacles, 3-way receptacle switch	24.0000	EA	12,661.36	18,508.13	555.24	1,906.34	20,969.71
COOPER CROUSE-HINDS ENV-F02-LED-120-BL4-BZ-CWD-PC wall mounted LED luminaire	8.0000	EA	11,130.80	16,270.79	488.12	1,675.89	18,434.81
Holophane 4' LED Low Profile Unit (Models	51.0000	EA	38,145.68	55,760.62	1,672.82	5,743.34	63,176.78
EMS-L48-4000LMM-IMAFL-MD-MVOLT-GZ10-40K-90CRI,							
EMS-L48-6000LMM-IMAFL-MD-MVOLT-GZ10-40K-90CRI,							
EMS-L48-10000LMM-IMAFL-MD-MVOLT-GZ10-40K-90CRI)							
Holophane DM90X654-LP05VS-P1 Emergency Lighting Unit	12.0000	EA	10,464.50	15,296.81	458.90	1,575.57	17,331.28
Lithonia Lighting CSXW LED 30C 700 40K T3M MVOLT DNAXD Wall Luminaire, 30 LED Lamps, 120 to 277 VAC, Gloss Housing	6.0000	EA	13,323.80	19,476.47	584.29	2,006.08	22,066.84
Holophane MEX-S-W1-R-SD Exit Sign	10.0000	EA	8,922.00	13,042.01	391.26	1,343.33	14,776.60
Conduit, Cable, Wiring	1.0000	EA	67,098.56	98,083.38	2,942.50	10,102.59	111,128.47
Rigid galvanized steel conduit, 1" diameter	1,650.0000	LF	20,535.95	30,019.05	900.57	3,091.96	34,011.59
Rigid galvanized steel conduit, 3/4" diameter	1,300.0000	LF	14,896.09	21,774.81	653.24	2,242.81	24,670.87
Rigid galvanized steel conduit, 1-1/2" diameter	50.0000	LF	1,455.50	2,127.63	63.83	219.15	2,410.60
Rigid galvanized steel conduit, 2" diameter	50.0000	LF	1,008.60	1,474.36	44.23	151.86	1,670.44
Rigid galvanized steel conduit, 3" diameter	50.0000	LF	1,206.10	1,763.06	52.89	181.59	1,997.54
Wire, copper, solid, #10	36.0000	CLF	2,978.07	4,353.29	130.60	448.39	4,932.27
Wire, copper, solid, #12	110.0000	CLF	7,942.42	11,610.08	348.30	1,195.84	13,154.22
Wire, copper, solid, #14	13.5000	CLF	1,178.96	1,723.38	51.70	177.51	1,952.59
Wire, copper, solid, #16	32.0000	CLF	1,871.76	2,736.11	82.08	281.82	3,100.01
Wire, copper, solid, #4	4.5000	CLF	963.88	1,408.99	42.27	145.13	1,596.38
Wire, copper, solid, #6	8.5000	CLF	1,338.41	1,956.47	58.69	201.52	2,216.68
Wire, copper, solid, #8	38.5000	CLF	4,313.16	6,304.90	189.15	649.40	7,143.45
Wire, copper, solid, 3/0	8.0000	CLF	5,687.17	8,313.40	249.40	856.28	9,419.08
Wire, cable, solid, cat6	16.5000	CLF	1,722.46	2,517.86	75.54	259.34	2,852.74

Description	Quantity	UOM	DirectCost	ContractCost	Escalation	Contingency	ProjectCost
Site Electrical	1.0000	EA	15,036.88	21,980.61	659.42	2,264.00	24,904.04
(Z-Z) Wire, copper, solid, #12	1.0000	CLF	1,402.60	2,050.30	61.51	211.18	2,322.99
Wire, copper, solid, #12	12.8400	CLF	1,464.28	2,140.45	64.21	220.47	2,425.13
Media Converter & UPS	1.0000	EA	1,552.24	2,269.04	68.07	233.71	2,570.82
Fiber optic cable, multi mode	5.9200	CLF	1,061.43	1,551.57	46.55	159.81	1,757.93
Wire, copper, solid, #8	2.1400	CLF	1,569.27	2,293.92	68.82	236.27	2,599.02
Wire, copper, solid, #6	2.1400	CLF	1,139.98	1,666.40	49.99	171.64	1,888.03
Wire, copper, solid, #4	3.2100	CLF	1,239.45	1,811.80	54.35	186.62	2,052.77
Wire, cable, solid, cat6	3.2100	CLF	968.20	1,415.30	42.46	145.78	1,603.54
Wire, copper, solid, #16	2.1400	CLF	1,019.10	1,489.70	44.69	153.44	1,687.83
Wire, copper, solid, #6	1.6600	CLF	1,266.25	1,850.98	55.53	190.65	2,097.16
Wire, copper, solid, #8	0.8300	CLF	1,181.59	1,727.23	51.82	177.90	1,956.95
Wire, copper, solid, #16	1.6600	CLF	1,172.48	1,713.91	51.42	176.53	1,941.86
Instrumentation	1.0000	EA	249,166.62	364,226.95	10,926.81	37,515.38	412,669.13
Instruments, Sensors, Transmitters	1.0000	EA	125,753.00	183,823.31	5,514.70	18,933.80	208,271.80
Pair of Type K Clamp-On Flow Transducers Model: FSK-NNNTS-000/IP68	1.0000	EA	4,404.00	6,437.68	193.13	663.08	7,293.89
PermaRail Type K, G, H Mounting Track Model: MOU-VLK-DS-SBK6/IP68	1.0000	EA	1,025.00	1,498.33	44.95	154.33	1,697.60
FLUXUS F721 Single Channel Permanent Flowmeter FLUXUS Type F721 Model: US-F721.SC	2.0000	EA	16,824.00	24,593.00	737.79	2,533.08	27,863.87
High Air Pressure Compressor Low pressure Switch	1.0000	EA	2,500.00	3,654.45	109.63	376.41	4,140.49
High Air Pressure Compressor pressure Indication	1.0000	EA	2,500.00	3,654.45	109.63	376.41	4,140.49
UV Channel 1/2 Low Level Switch	2.0000	EA	5,000.00	7,308.90	219.27	752.82	8,280.99
UV Channel 1 Level Element	2.0000	EA	5,000.00	7,308.90	219.27	752.82	8,280.99
Existing Chemical Tank Low Level Switch	1.0000	EA	2,500.00	3,654.45	109.63	376.41	4,140.49
High Air Pressure Compressor High Pressure Switch	1.0000	EA	2,500.00	3,654.45	109.63	376.41	4,140.49
Transmitters (Miscellaneous)	6.0000	EA	15,000.00	21,926.71	657.80	2,258.45	24,842.96
Elements (Miscellaneous)	8.0000	EA	20,000.00	29,235.61	877.07	3,011.27	33,123.95
High Pressure Switch	15.0000	EA	37,500.00	54,816.78	1,644.50	5,646.13	62,107.41
Conduit, Wiring, Cables	1.0000	LS	11,000.00	16,079.59	482.39	1,656.20	18,218.17
Interface Equipment	1.0000	EA	34,500.00	50,431.43	1,512.94	5,194.44	57,138.81
Rackmounted Fiber Cross Connect Cabinet	1.0000	EA	8,000.00	11,694.25	350.83	1,204.51	13,249.58
Touchscreen Operator Interface	1.0000	EA	2,000.00	2,923.56	87.71	301.13	3,312.40
Din-Rail Mounted Industrial, Modular Stratix 8000 Ethernet Switch	2.0000	EA	7,500.00	10,963.36	328.90	1,129.23	12,421.48
Din-Rail Mounted Fiber Optic Cross-Connect Box	1.0000	EA	2,500.00	3,654.45	109.63	376.41	4,140.49
AB Controllogix PLC Processor	2.0000	EA	13,000.00	19,003.15	570.09	1,957.32	21,530.57
Ethernet Surge Arrestor	3.0000	EA	1,500.00	2,192.67	65.78	225.85	2,484.30
Installation & Commissioning	1.0000	EA	88,913.62	129,972.21	3,899.17	13,387.14	147,258.51
Installation & Commissioning	325.0000	HR	68,913.62	100,736.60	3,022.10	10,375.87	114,134.56
Programming	1.0000	LS	20,000.00	29,235.61	877.07	3,011.27	33,123.95
Coatings	1.0000	EA	50,000.00	73,089.03	2,192.67	7,528.17	82,809.88
All Required Coatings	1.0000	LS	50,000.00	73,089.03	2,192.67	7,528.17	82,809.88
Specific Allowance for Tertiary Filter Rehabilitation	1.0000	EA	29,351.04	40,861.69	1,225.85	4,208.75	46,296.30
Specific Allowance for Tertiary Filters	1.0000	LS	29,351.04	40,861.69	1,225.85	4,208.75	46,296.30
Contingency	1.0000	EA	264,159.32	367,755.22	11,032.66	37,878.79	416,666.66
Contingency	1.0000	LS	264,159.32	367,755.22	11,032.66	37,878.79	416,666.66

ORDINANCE NO. 19-65

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Marnecheck, Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH THE COUNTY OF CUYAHOGA, OHIO FOR CERTAIN REAL ESTATE DEFINED AS PPN 483-28-006, 14875 YORK ROAD FOR THE AMOUNT OF \$250,000, AND DECLARING AN EMERGENCY

- WHEREAS: The County of Cuyahoga, Ohio owns PPN 483-28-006, 14875 York Road; and
- WHEREAS: The City of North Royalton and the County of Cuyahoga, Ohio have reached an agreement for the sale and purchase of this parcel for the amount of \$250,000; and
- WHEREAS: Council desires to authorize the Mayor to enter into this agreement.

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

- Section 1. The Mayor is hereby authorized to enter into a Purchase and Sale Agreement with the County of Cuyahoga, Ohio for certain real estate defined as PPN 483-28-006, 14875 York Road, for the amount of \$250,000 pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.
- Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into the agreement as outlined above.
- THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

PURCHASE AND SALE AGREEMENT

between

**THE COUNTY OF CUYAHOGA, OHIO,
as Seller**

and

**THE CITY OF NORTH ROYALTON
as Purchaser**

Parcel Numbers: 483-28-006

Street Address: 14875 York Road, North Royalton, Ohio 44133

Offer Date: March 18, 2019

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made as of the Effective Date, as said term is hereinafter defined, by and between the County of Cuyahoga, Ohio, a body corporate and politic and political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof (the “Seller”), and the City of North Royalton, Ohio, a municipal corporation with its principal place of business located at 14600 State Road, North Royalton, Ohio 44133 (the “Purchaser”).

WITNESSETH:

In consideration of and upon the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. **DEFINITIONS**

1.1 Definitions. Except as may otherwise be expressly provided herein, and in addition to the other terms which are defined hereinabove or in subsequent paragraphs of this Agreement, the following terms, whenever set forth in initial capitals in this Agreement, shall have the respective meanings set forth hereinbelow:

“**Affiliates**” means, with respect to a specified Person, each other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with, the specified Person.

“**Balance of the Purchase Price**” means the Purchase Price (a) less the Deposit (to the extent then held by Title Insurer), and (b) plus or minus the net sum of the prorations, allocations, charges, credits, withholdings and other adjustments as provided for in this Agreement.

“**Building**” means, collectively, the buildings and improvements located on the Land.

“**Building Information**” means the all existing information relative to the Property, including any structural, mechanical, environmental, geotechnical or other engineering studies, surveys, drawings, specifications, contracts, agreements and/or documents relating to the Property.

“**Business Day**” means, collectively, any day other than a Saturday, Sunday or legal holiday in the State of Ohio.

“**Closing**” means the transfer of title to the Property to Purchaser and the related transactions required by the terms of this Agreement to occur contemporaneously therewith.

“**Closing Date**” means on or about January 13, 2020, as such date for Closing may be further extended pursuant to the provisions of Sections 4.3, 9.3 and 13.3 hereof, or some other date for Closing that is mutually agreed to in writing by the parties.

“Closing Documents” means the Seller Closing Documents and the Purchaser Closing Documents, without distinction between them.

“Control” (and the correlative terms “Controlled by”, “Controlling” and “under common Control with”) of a Person means the possession, direct or indirect, of the power to direct or cause the direction of the business and affairs of such Person, whether by contract, through ownership of any equity interest (stock, partnership, membership or otherwise) in any Person or otherwise.

“County Lease” means the lease to be entered into on the Closing Date by the Purchaser, as landlord, and the Seller, as tenant, on other terms and conditions as Purchaser and Seller shall agree upon, each acting in a commercially reasonable manner, if so requested by Seller.

“Cutoff Date” means 11:59 p.m. on the day preceding the Closing Date.

“Damage Notice” shall have the meaning set forth in Section 9.1 hereof.

“Damages” means any and all actual losses, costs, claims, liabilities, damages, obligations, judgments, settlements, awards, offsets, fees and expenses (including, without limitation, reasonable attorneys’ fees and expenses), fines, penalties, and charges.

“Deed” means the Quit-Claim Deed that is attached hereto as Exhibit C.

“Deposit” shall mean the sum of \$5,000.00, together with interest earned thereon, if any, and any additional amounts deposited with Title Insurer pursuant to and in accordance with the provisions of this Agreement.

“Disapproval Notice” means a written notice given by Purchaser identifying any title matter related to the Property which Purchaser disapproves pursuant to Section 4.3 hereof.

“Due Diligence Period” means the period of time from the Effective Date through and including September 1, 2019, or as extended by mutual agreement of the parties.

“Effective Date” shall have the meaning set forth in Section 13.22 hereof.

“Environmental Laws” means all present and future federal, state and local laws, ordinances, regulations, standards, rules, policies and other governmental requirements, administrative rulings, court judgments and decrees, and all amendments thereto, relating to pollution or protection of human health, natural resources or the environment (including ambient air, surface water, ground water, land surface or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Environmental Laws include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*, the Clean Air Act, 42 U.S.C. Sections 7401-7661, *et seq.*, the Safe Drinking Water Act, 42 U.S.C. Section 300f, *et seq.*, the

Occupational Safety and Health Act, 29 U.S.C. Chapter 15, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1376, *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, *et seq.*, and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, *et seq.*, and their state and local analogs.

“Filing Documents” means the Deed.

“FIRPTA Affidavit” means the FIRPTA Affidavit that is attached hereto and made a part hereof as Exhibit G.

“Governmental Authority” means the government of the United States, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Hazardous Materials” means, but is not limited to, any substance, chemical, material or waste now or in the future defined as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “toxic pollutant,” “contaminant” or “pollutant” (a) within the meaning of any Environmental Laws, or (b) the presence of which causes a nuisance or trespass of any kind; petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; radon; carcinogenic materials; explosives; flammable materials; infectious materials; corrosive materials; mutagenic materials; radioactive materials; polychlorinated biphenyls (PCBs) and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Real Property is prohibited by any federal, state or local authority; any substance that is designated, classified or regulated pursuant to any Environmental Laws; and any medical products or devices, including those materials defined as “medical waste” or “biological waste” under relevant statutes or regulations pertaining to any Environmental Laws.

“Insurance Coverage” means the liability and property damage insurance coverage that is applicable to the Property hereto and/or any alternate insurance coverage that may be adopted by Seller pursuant to the provisions of Section 5.5 hereof.

“Land” means, collectively, those certain plots, pieces or parcels of land legally described in Exhibit A hereto.

“Laws” means all applicable laws, ordinances, rules, regulations, codes, orders and requirements of any federal, state or local court or Governmental Authority.

“License Agreement” means that certain License Agreement dated June 18, 2019 by and between Seller and Purchaser relative to the Real Property, attached hereto as described in Exhibit H.

“Liens” means any monetary liens and/or security interests that can be removed solely by the payment of a liquidated amount and that encumber any part of the Property, including but

not limited to mortgages, deeds of trust, mechanics, materialmen's, judicial, tax or governmental liens of any nature whatsoever relating to the Property.

"Listing Broker" Allegro Realty Advisors, Ltd., including all of its employees, agents, brokers, contractors, subcontractors, or any other individuals or entities, performing any services for the Seller pursuant to that certain Contract dated April 10, 2017 by and between Seller and Allegro Realty Advisors, Ltd.

"Offer Date" means March 18, 2019.

"Permitted Exceptions" means, collectively, all matters that are referred to in Exhibit B hereto or in the documents and instruments referred to therein, together with any additional encumbrances or other matters approved or deemed approved by Purchaser pursuant to the provisions of Section 4.3 hereof.

"Person" means a natural person, a general or limited partnership, a corporation, a limited liability company, a trust, an unincorporated association, a government or any department or agency thereof, or any other juridical entity.

"Prior Agreements" means, collectively: (a) that certain RFP Registration executed and filed electronically with Listing Broker by Purchaser, and (b) that certain Non-Collusion Affidavit executed by Robert A. Stefanik on behalf of Purchaser on March 15, 2019, all delivered to Seller in connection with the RFP.

"Prohibited Activities or Conditions" means any of the following:

(a) the presence, use, generation, release, treatment, processing, storage (including storage in above-ground and underground storage tanks, except as previously disclosed by Seller to Purchaser in writing that any such tank complies with all requirements of Environmental Laws), handling or disposal of any Hazardous Materials on or under the Land or any other property owned by Seller that is adjacent to the Land without authorizations and/or permits required under Environmental Laws; and/or

(b) any occurrence or condition on the Land, which occurrence or condition is or may be in violation of or noncompliance with Environmental Laws, or in violation of or noncompliance with the terms of any environmental permit; and/or

(c) any activities on the Land that directly being contaminated with Hazardous Materials or which may cause such other property to be in violation of or noncompliance with Environmental Laws.

"Property" means the Real Property.

"Purchase Price" means Two Hundred Fifty Thousand Dollars (\$250,000.00).

"Purchaser Closing Documents" shall have the meaning set forth in Section 8.3 hereof.

“Purchaser’s Authority Certificate” means the Purchaser’s Certificate that is attached hereto as Exhibit D.

“Real Property” means, collectively, the fee simple estate of Seller in and to the Land, together with all buildings and improvements thereon, and appurtenances thereunto belonging, located at 14875 York Road, North Royalton, Ohio 44133.

“RFP” means, collectively, County of Cuyahoga, Ohio Request for Proposals No. 44111 dated December 19, 2018.

“Seller Closing Documents” shall have the meaning set forth in Section 8.2 hereof.

“Statement of Reason for Exemption” means the Statement of Reason for Exemption from Real Property Conveyance Fee (DTE Form 100 (Ex) 320) that is attached hereto as Exhibit E.

“Taxes” shall have the meaning set forth in Section 7.1(b) hereof.

“Title Commitment” means, collectively, the ALTA Commitment for Title Insurance-2006 issued by Title Insurer relative to the Real Property, to be delivered on or before September 15, 2019, as amended, modified and supplemented to the Offer Date, committing to the issuance of the Title Policy.

“Title Insurer” means Chicago Title Insurance Company/First American Title Insurance Company, Old Republic National Title Insurance Company, Stewart Title Guaranty Company, or another reputable national title insurer selected by Seller that is reasonably acceptable to Purchaser, and any such insurer’s subsidiaries and/or affiliates.

“Title Policy” means an ALTA Owner’s Policy of Title Insurance-2006 issued by Title Insurer insuring Purchaser as owner of the Real Property in the amount of the Purchase Price, subject only to the Permitted Exceptions, together with such endorsements thereto as are (a) approved for use in the State of Ohio, (b) requested by Purchaser, and (c) agreed to by Title Insurer.

ARTICLE 2. **AGREEMENT TO SELL**

2.1 Agreement. On and subject to the terms and conditions contained in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, in as-is physical and environmental condition, expressly excluding the personal property (“Excluded Property”) listed in attached Schedule 1.

2.2 Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER HAS AN ADEQUATE OPPORTUNITY UNDER THIS AGREEMENT TO INSPECT AND INVESTIGATE THE PROPERTY AND PERFORM ALL DUE DILIGENCE OF THE PROPERTY THAT PURCHASER MAY DESIRE TO DO. THE CLOSING SHALL BE CONCLUSIVE EVIDENCE THAT PURCHASER HAS ACCEPTED AND APPROVED THE PROPERTY IN ALL RESPECTS. AS A MATERIAL PART OF THE CONSIDERATION

FOR THIS AGREEMENT, SELLER AND PURCHASER AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE PROPERTY IS CONVEYED, ASSIGNED AND TRANSFERRED BY SELLER TO PURCHASER "AS IS", WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ITS AFFILIATES OR NOMINEES MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATIONS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE BUILDING, ZONING, ENVIRONMENTAL, HEALTH OR SAFETY MATTERS AND OTHER LAWS INCLUDING THE AMERICANS WITH DISABILITIES ACT, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER, (E) THE PRESENCE OR ABSENCE OF ANY HAZARDOUS OR TOXIC WASTE, SUBSTANCE OR MATERIAL OR POLLUTANTS OR CONTAMINANTS, INCLUDING WITHOUT LIMITATION, PETROLEUM, PETROLEUM-CONTAINING PRODUCTS, ASBESTOS OR ASBESTOS-CONTAINING MATERIALS (AS SUCH TERMS ARE DEFINED IN ANY FEDERAL, STATE OR MUNICIPAL LAW, ORDINANCE, CODE, RULE OR REGULATION), (F) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (G) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY, THE VALUE THEREOF, THE STATE TITLE THERETO, AND/OR ANY HISTORIC OR OTHER TAX CREDITS RELATIVE THERETO. PURCHASER AND/OR ITS AFFILIATES AND NOMINEES SHALL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY PURCHASER AND/OR ITS AFFILIATES AND NOMINEES WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (G) ABOVE AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (G) ABOVE. PURCHASER, FOR ITSELF AND ITS AFFILIATES AND NOMINEES, HEREBY ACKNOWLEDGES THAT THEY, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, ARE RELYING SOLELY ON THEIR OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER OR ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, ATTORNEYS, CONSULTANTS OR REPRESENTATIVES (COLLECTIVELY, THE "SELLER PARTIES") OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY SELLER AND/OR THE SELLER PARTIES WITH RESPECT TO THE PROPERTY. FURTHER PURCHASER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER AND/OR THE SELLER PARTIES WITH RESPECT

TO THE BUILDING INFORMATION OR ANY OTHER INFORMATION SUPPLIED BY OR ON BEHALF OF SELLER AND/OR THE SELLER PARTIES CONCERNING THE PROPERTY, AND SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT PURCHASER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION. EXCEPT FOR A CLAIM OF A BREACH OF THE REPRESENTATIONS EXPRESSLY SET FORTH IN SECTION 5.2 AND SECTION 5.3 OF THIS AGREEMENT, THAT IS MADE BY PURCHASER SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER, FOR PURCHASER AND PURCHASER'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF CERCLA (THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C. §9601 ET SEQ., AS AMENDED BY THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986, AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, 42 U.S.C. §6901 ET SEQ., OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR ENVIRONMENTAL LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY.

PURCHASER, FOR ITSELF AND ITS AFFILIATES AND NOMINEES, HEREBY ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION 2. ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT AGREE TO ENTER INTO THIS AGREEMENT ON THE TERMS AND PROVISIONS CONTAINED HEREIN WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION 2.2. THE TERMS AND PROVISIONS OF THIS SECTION 2.2 SHALL BE DEEMED TO HAVE BEEN INCORPORATED IN THE BODY OF, AND MADE A PART OF, ALL SELLER CLOSING DOCUMENTS AND ALL OTHER CLOSING DOCUMENTS ENTERED INTO PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT BY SELLER, PURCHASER, AND THEIR RESPECTIVE NOMINEES AND ASSIGNS, WHETHER OR NOT THIS AGREEMENT OR ANY PROVISIONS HEREOF ARE REFERENCED OR REFERRED TO IN ANY SUCH DOCUMENTS. THE PROVISIONS OF THIS SECTION 2.2 SHALL SURVIVE THE CLOSING AND ANY TERMINATION OF THIS AGREEMENT.

2.3 Purchase Price. The Purchase Price for the Property shall be payable as follows:

- (a) Within five (5) days from the Effective Date, Purchaser has heretofore deposited the Deposit with Title Insurer, by wire transfer of immediately available federal funds, which, together with all interest or other earnings accrued on such sum, shall serve as earnest money for this transaction.
- (b) Purchaser shall, on the Closing Date, deposit the Balance of the Purchase Price in immediately available federal funds for immediate credit into the escrow account established by Title Insurer for this transaction.

2.4 Deposit.

- (a) The Deposit shall be held by Title Insurer in escrow and shall be invested by Title Insurer in short-term obligations of the U. S. Treasury. The interest earned on the Deposit shall accrue to the benefit of the party to this Agreement entitled to receive the Deposit pursuant to the terms of this Agreement.
- (b) Once deposited with Title Insurer in escrow hereunder, the Deposit may not be withdrawn or disbursed from said escrow except pursuant to and in accordance with the provisions hereof.

ARTICLE 3. **PURCHASER'S DUE DILIGENCE**

3.1 Purchaser's Due Diligence. Purchaser shall be allowed to conduct the due diligence prior to purchasing the Real Property after the Effective Date to complete an examination of the Land to perform or to cause to be performed such tests, studies, reviews and examinations as may be deemed necessary or advisable by Purchaser, including, without limitation, title searches, surveys, engineering and environmental site assessments, as specified further below:

- (a) Purchaser's review of copies of any site plans and building drawings and specifications currently in Seller's possession.
- (b) Purchaser's review of copies of any maintenance and service agreements currently in force and in Seller's possession. Purchaser shall provide written notice to Seller no less than thirty (30) days prior to the Closing Date of those agreements Purchaser wishes to assume. In the absence of such notice, Seller shall terminate all agreements.
- (c) Purchaser's review of all environmental reports prepared for Seller and in Seller's possession. In the event the transaction contemplated herein does not close for any reason whatsoever, Purchaser shall immediately return the environmental reports to Seller.
- (d) Seller agrees to authorize Purchaser, pursuant to a License Agreement, to perform, at Purchaser's sole cost and expense, studies, physical inspections, investigations and tests on the Property (the "Tests") provided that no such Tests shall be conducted without at least two (2) business days prior telephone or written notice to Seller and Seller's prior approval of

such Tests, which approval shall not be unreasonably withheld. Seller's execution of this Agreement shall constitute its consent to a non-invasive Phase I environmental site assessment being performed on the Property. Invasive Tests hereunder include, but are not limited to, any tests or testing beyond a Phase I environmental site assessment, such as collecting or testing asbestos, water, radon, soil or air samples as may be required under a Phase II. Purchaser shall be required to conduct such Tests in a manner as to not disturb or interfere with the current use of the Property and upon completion of such Tests, Purchaser agrees at its sole cost to restore the Property to the condition it was in immediately prior to such Tests, including, but not limited to the immediate removal of anything placed on the Property in connection with such Tests.

3.2 Purchaser's Inspection Period. Seller and Purchaser have previously entered into the License Agreement and Purchaser has been granted access to the Real Property pursuant thereto for the purposes stated therein.

Purchaser may continue to have access to the Real Property on and subject to the provisions of the License Agreement, and may continue to review and assess the Building Information, during the Due Diligence Period, the date set forth in the License Agreement being hereby extended to be the date that the Due Diligence Period expires.

All inspections, studies, tests, and other evaluations of the Property and all reviews and assessments of the Building Information are specifically subject and subordinate to the provisions of this Agreement.

3.3 Termination Right. Purchaser may elect to terminate this Agreement at any time during the Due Diligence Period if Purchaser, in its sole discretion, is not satisfied with the results of its due diligence review for any reason whatsoever. Any such election to terminate shall be exercisable by Purchaser's delivery to Seller of a written notice of termination on or prior to the expiration of the Due Diligence Period. If Purchaser shall exercise said election to terminate in the manner and within the time aforesaid, the Deposit shall be returned to Purchaser and this Agreement shall thereupon be null and void and of no further force or effect. The failure of Purchaser to deliver to Seller the written notice of termination on or prior to the expiration of the Due Diligence Period shall be deemed a waiver of Purchaser's right to terminate this Agreement pursuant to this Section 3.3.

3.4 Responsibility of Purchaser. Purchaser agrees to repair any damage to the Property caused by the entry of Purchaser or any of Purchaser's agents, employees, contractors and other representatives upon the Property, and Purchaser shall be responsible for any and all Damages caused by or resulting from any inspections, surveys, tests, acts or omissions of Purchaser, its agents, employees, contractors, and other representatives while at the Property, as more fully provided in the License Agreement. The provisions of this Section 3.4 shall survive the Closing.

ARTICLE 4.

TITLE AND SURVEY

4.1 Title and Survey. Seller shall, as soon as possible from the Effective Date of the Agreement, upon written request from Purchaser, order and cause to be furnished to Purchaser, the Title Commitment issued through the Title Company. and copies of the documents and instruments referred to in the Title Commitment. Purchaser may, in its sole and absolute discretion, and at Purchaser's sole cost and expense, obtain a current ALTA/ACSM building location survey of the Real Property showing all buildings and improvements thereon, all areas encumbered by appurtenant easements, and all areas affected by exceptions to coverage shown in the Title Commitment, from a licensed surveyor selected by Purchaser, which survey shall be certified to Seller, Purchaser, Purchaser's lender, and Title Insurer (the "Survey") prior to the end of the Due Diligence Period and Purchaser shall deliver copies thereof to Seller and Title Insurer prior to the end of the Due Diligence Period. Seller shall provide Purchaser's surveyor with access to the Property for the purpose of completing said Survey pursuant to and in accordance with the provisions contained in the License Agreement.

4.2 Liens. Seller shall remove at or before Closing all Liens that are not Permitted Exceptions and such obligation shall not be subject to the notice or other requirements of Section 4.3. Notwithstanding the foregoing, Seller shall have the right to satisfy Liens from sale proceeds at Closing.

4.3 Approval/Disapproval of Additional Title Exceptions. Purchaser shall have the right to approve or disapprove (i) the Permitted Exceptions during the Due Diligence Period, and (ii) any and all exceptions to title that are not Permitted Exceptions and are (x) shown or referenced on the Survey and/or (y) are added to the Title Commitment as additional exceptions to coverage after the Offer Date but before the Closing Date (collectively, "additional title exceptions"), in the exercise of Purchaser's sole discretion, on or before ten (10) days following receipt of notice of such additional title exceptions accompanied by copies of any document or instrument evidencing or referring to such additional title exceptions. If Purchaser disapproves any Permitted Exceptions during the Due Diligence Period, or any additional title exceptions, Purchaser shall deliver to Seller a Disapproval Notice. If Purchaser fails to give Seller such Disapproval Notice as to any of the Permitted Exceptions during the Due Diligence Period, and as to any additional title exceptions during said ten (10) day period, Purchaser shall be deemed to have approved such Permitted Exceptions or such additional title exceptions (as the case may be).

With respect to any title exceptions referred to in any such Disapproval Notice (such title exceptions being collectively referred to as "Disapproved Title Matters"), Seller shall notify Purchaser in writing within ten (10) days after receipt of the Disapproval Notice whether Seller will cause all or any Disapproved Title Matters to be removed or cured at or prior to Closing, and Seller shall be deemed to have elected not to remove or cure all Disapproved Title Matters by Closing if Seller does not notify Purchaser to the contrary in writing within such ten (10) day period. If Seller elects or is deemed to have elected not to remove or cure all Disapproved Title Matters, Purchaser may elect, in its sole discretion, by giving written notice to Seller within five (5) days after receipt of Seller's designation of those Disapproved Title Matters, if any, that Seller will not cause to be removed or cured at or prior to Closing (or its deemed election relative

thereto, as the case may be), either: (a) (subject to satisfaction of the other conditions to Closing) to close the purchase of the Property and take title to the Property subject to the Disapproved Title Matter(s) that Seller elects or is deemed to have elected not to remove or cure, without any reduction in the Purchase Price (in which event such Disapproved Title Matters shall be deemed to be Permitted Exceptions hereunder) or (b) to terminate this Agreement, in which event the provisions of Section 4.4 shall apply. If Purchaser does not give such written notice within said five-day period, it shall be deemed to have elected the option in clause (a) above. Seller shall have up to thirty (30) days following its said election to remove or cure any Disapproved Title Matters that it has elected to remove or cure, subject to extensions of such period as Seller may request and Purchaser, in its sole discretion, may elect to grant to Seller. The Closing Date shall be extended as necessary to permit the parties to exercise their respective rights and obligations under this Section 4.3, but not beyond March 1, 2020.

If any Disapproved Title Matters that Seller has elected to remove or cure have not been removed or cured at or prior to Closing (as same may be extended pursuant to the provisions of Section 4.3 hereof), or provision for their removal or cure by Closing has not been made to Purchaser's satisfaction, Purchaser may elect, in its sole discretion: (a) (subject to satisfaction of the other conditions to Closing) to close the purchase of the Property and take title to the Property subject to any Disapproved Title Matters that have not been cured or removed at or before Closing, without any reduction in the Purchase Price (in which event such Disapproved Title Matters shall be deemed to be Permitted Exceptions hereunder), or (b) to terminate this Agreement, in which event the provisions of Section 4.4 shall apply.

4.4 Termination. In the event that Purchaser elects to terminate this Agreement pursuant to and in accordance with the provisions of Section 4.3 hereof, Seller shall pay all fees, costs, and expenses of Title Insurer theretofore incurred in connection with the transaction contemplated hereby, which obligation shall survive the termination of this Agreement, Title Insurer shall promptly return the entire Deposit (and all interest earned thereon) to Purchaser, and this Agreement (except those provisions hereof which expressly survive a termination of this Agreement) shall then terminate, and the parties hereto shall be released and relieved of and from all obligations to one another under this Agreement or otherwise with respect to the transactions contemplated hereby (except those obligations which expressly survive a termination of this Agreement).

ARTICLE 5. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER AND** **PURCHASER**

5.1 Agreements of Purchaser.

- (a) **Applicable Laws/Ordinances.** All contracts with Seller, including this Agreement, are subject to the Cuyahoga County Charter, Cuyahoga County Code and all applicable laws, ordinances, resolutions, regulations, rules and policies of the Seller, including but not limited to Title 2: Ethics, and Title 5: Contracts and Purchasing. Cuyahoga County Code and all County ordinances are available on the County's website at <http://code.cuyahogacounty.us/en-US/home.aspx>.

- (b) **No Apparent Authority.** Purchaser recognizes and agrees that no public official or employee of Seller may be deemed to have apparent authority to bind Seller to any contractual obligations not properly authorized pursuant to Seller's Contracting and Purchasing Procedures Ordinance.
- (c) **No Indemnity.** Purchaser acknowledges that as an Ohio political subdivision, Seller does not indemnify any person or entity, and agrees that no provision of this Agreement or any other contract or agreement between Purchaser and Seller may be interpreted to obligate Seller to indemnify or defend Purchaser or any other party.
- (d) **Payments.** Purchaser warrants and represents that it has not employed or retained any company, firm or person, other than a bonafide employee working for Purchaser or licensed real estate broker whose identity has heretofore been disclosed in writing to Seller, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Seller shall have the right to annul this Agreement without liability or in its discretion to recover, by offset or deduction from any amounts due and owing by Seller to Purchaser hereunder or otherwise, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
- (e) **Findings for Recovery.** Purchaser represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- (f) **Prior Agreements.** The Prior License Agreements is ratified and confirmed by Seller and Purchaser, and shall be and remain in full force and effect in accordance with the respective provisions thereof.

5.2 Seller's Environmental Representations and Warranties. To the best of Seller's knowledge, Seller makes the following representations and warranties to Purchaser:

1. Seller is not in possession of any inspections that have not been provided to Purchaser, nor have any inspections been conducted by or on behalf of Seller that have not been provided to Purchaser;
2. Sellers have truthfully and fully provided to Purchaser any and all information relating to conditions in, on, under or from the Land that is known to the Seller and that is contained in files and records of the Seller, including but not limited to any reports relating to Hazardous Materials in, on, under or from the Land and/or to the condition of the Property;
3. Seller has not at any time engaged in, caused or permitted any Prohibited Activities or Conditions;

4. To the best of Seller's knowledge, no Prohibited Activities or Conditions exist or have existed on the Land owned by Seller;
5. Other than those underground storage tanks identified by Seller to Purchaser in writing, the Land does not now contain any underground storage tanks, and, to the best of Seller's knowledge, the Land has not contained any underground storage tanks in the past. If there is or was an underground storage tank located on the Land which has been previously disclosed by Seller to Purchaser in writing, that tank complies with, or has been removed or closed in accordance with, all requirements of Environmental Laws;
6. Seller has complied with all Environmental Laws, including all requirements for notification regarding releases of Hazardous Materials. Without limiting the generality of the foregoing, Seller has maintained all environmental permits required for the operation of the Land in accordance with Environmental Laws now in effect, Seller has disclosed all such environmental permits to Purchaser, and all such environmental permits are in full force and effect;
7. No event has occurred with respect to the Land that constitutes, or with the passing of time or the giving of notice would constitute, noncompliance with the terms of any environmental permit;
8. There are no actions, suits, claims or proceedings pending or, to the best of Seller's knowledge, threatened that involve the Land and allege, arise out of or relate to any Prohibited Activity or Condition; and
9. Seller has no knowledge or reason to know of any violation or condition that would create liability to any owner or operator, with respect to, and has not received any complaint, order, notice of violation or other communication from any Governmental Authority with regard to air emissions, water discharges, or Hazardous Materials, or any other environmental, health or safety matters affecting the Land or any other property owned by Seller that is adjacent to the Land.

The representations and warranties in this Agreement shall be continuing representations and warranties that shall be deemed to be made by Seller and shall survive Closing.

5.3 Environmental Obligations. Seller agrees to pay for any and all costs, losses, liabilities, claims, damages, expenses, penalties or fines of any kind whatsoever paid, incurred or suffered by, or asserted against the Purchaser in connection with, arising out of or resulting in any, whatsoever, from the following:

1. The breach of any representation, warranty, or agreement contained in this Agreement; and/or
2. Any actual violation of any Environmental Laws made by Seller or its agents and assigns before the Closing Date.

5.4 Conduct of Business Prior to Closing Date. Prior to Closing, Seller covenants and agrees as follows:

- (a) Seller shall pay (or cause to be paid) all Taxes, utility charges and other operating costs and expenses relating to the Building as and when due.
- (b) Seller shall not enter into any new lease or other agreement for the use or occupancy of any portion of the Property without first obtaining the written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.
- (c) Seller shall operate and manage (or cause to be operated and managed) the Building in the ordinary course of business in accordance with Seller's past practice, but subject to the terms of this Agreement, and in accordance with all Laws, maintain in full force and effect through the Closing Date all material licenses and permits (including, without limitation, all building permits and occupancy permits), such that on the Closing Date, the Building shall be in at least as good a state of condition and repair as on the Offer Date, reasonable wear and tear and damage by fire or other casualty excepted, subject to the provisions of Article 9.

5.5 Insurance Coverage. Seller agrees to maintain or cause to be maintained the Insurance Coverage in effect (or such alternate insurance as may be adopted by Seller for insurance of its portfolio of real property) through the Closing. Purchaser shall secure its own insurance with respect to the Property effective as of Closing, and Seller shall have the right to terminate the Insurance Coverage effective as of the Closing. Any unearned premiums and the unabsorbed portions of any deposits with respect to the Insurance Coverage shall belong solely to Seller.

5.6 Possession. Seller shall deliver possession of the Property to Purchaser upon the completion of the Closing, subject to the Permitted Exceptions, the Filing Documents, and the County Lease. Seller shall remove prior to Closing all debris, dirt, extraneous material, equipment located on the Land

ARTICLE 6. **CONDITIONS TO CLOSING**

6.1 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to satisfaction on or prior to the Closing Date of the conditions set forth in this Section 6.1. Each such condition is solely for the benefit of Seller and may be waived in whole or in part by Seller in its sole discretion by written notice to Purchaser:

- (a) Purchaser has performed and complied with all of its obligations under this Agreement, the Prior Agreements, and the License Agreement that are to be performed or complied with by Purchaser prior to or on the Closing Date.

- (b) Neither Purchaser nor Seller, as the case may be, has terminated this Agreement pursuant to any right of termination set forth herein.
- (c) Purchaser has delivered the Purchaser Closing Documents and paid the Balance of the Purchase Price to Title Insurer, and Seller has received the Purchaser Closing Documents and full Purchase Price, less prorations, costs and expenses properly chargeable to Seller hereunder.
- (d) On or prior to the Closing Date: (i) Purchaser shall not have admitted in writing an inability to pay its debts as they mature, (ii) Purchaser shall not have made a general assignment for the benefit of creditors, (iii) Purchaser shall not have been adjudicated bankrupt or insolvent, or had a petition for reorganization granted with respect to Purchaser, or (iv) Purchaser shall not have filed a voluntary petition seeking reorganization or an arrangement with creditors or taken advantage of any bankruptcy, reorganization, insolvency, readjustment or debt, dissolution or liquidation law or statute, or filed an answer admitting the material allegations of a petition filed against it in any proceeding under any of the foregoing laws unless the same shall have been dismissed, canceled or terminated prior to the Closing Date.
- (e) The Title Insurer shall be irrevocably bound to issue the Title Policy pursuant to and in strict accordance with the provisions of this Agreement.
- (f) The representations and warranties of Purchaser that are set forth in Section 5.1 hereof shall be true and correct at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date.

6.2 Conditions to Purchaser's Obligations. The obligations of Purchaser under this Agreement are subject to satisfaction on or prior to the Closing Date of the conditions set forth in this Section 6.2. Each such condition is solely for the benefit of Purchaser and may be waived in whole or in part by Purchaser in its sole discretion by written notice to Seller:

- (a) Seller has performed and complied with all of its obligations under this Agreement that are to be performed or complied with by Seller prior to or on the Closing Date.
- (b) Neither Purchaser nor Seller, as the case may be, has terminated this Agreement pursuant to any right of termination set forth herein.
- (c) Seller has delivered the Seller Closing Documents to Title Insurer, and Purchaser has received the Seller Closing Documents.
- (d) On or prior to the Closing Date: (i) Seller shall not have applied for or consented to the appointment of a receiver, trustee or liquidator for itself or any of its assets unless the same shall have been discharged prior to the Closing Date, (ii) Seller shall not have admitted in writing an inability to

pay its debts as they mature, (iii) Seller shall not have made a general assignment for the benefit of creditors, (iv) Seller shall not have been adjudicated bankrupt or insolvent, or had a petition for reorganization granted with respect to Seller, or (v) Seller shall not have filed a voluntary petition seeking reorganization or an arrangement with creditors or taken advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or filed an answer admitting the material allegations of a petition filed against it in any proceedings under law, or had any petition filed against it in any proceeding under any of the foregoing laws unless the same shall have been dismissed, canceled or terminated prior to the Closing Date.

- (e) The Title Insurer shall be irrevocably bound to issue the Title Policy pursuant to and in strict accordance with the provisions of this Agreement.

6.3 Failure of Conditions - Deposit. If any of the conditions to Seller's obligations under Sections 6.1 (but only if the Title Insurer will not issue the Title Policy because of the acts or omissions of Seller, or if Seller, through no fault of Purchaser, is otherwise unable to convey the Property subject only to the Permitted Exceptions), or any conditions to Purchaser's obligations under Sections 6.2 (but only if the Title Insurer will not issue the Title Policy because of the acts or omissions of Seller, or if Seller through no fault of Purchaser, is otherwise unable to convey the Property subject only to the Permitted Exceptions) are not satisfied or waived by the applicable party entitled to the benefit of such conditions as specified herein on or prior to the Closing Date, then the Deposit shall be promptly returned to Purchaser and this Agreement shall thereupon be null and void and of no further force or effect, and the parties hereto shall be released and relieved of and from all liability and obligations to one another under this Agreement, except those provisions which expressly survive a termination of this Agreement.

ARTICLE 7. **APPORTIONMENTS AND PAYMENTS**

7.1 The following items pertaining to the Property shall be prorated or credited by the Parties as of the Cutoff Date, and appropriate adjustments made to the Purchase Price on the Closing Date or at the times and in the manner set forth below:

- (a) Taxes. All taxes and assessments, both general and special (collectively, "Taxes"), for the 2019 ad valorem real estate tax fiscal year (payable in 2020) to the Cutoff Date and all prior years, if any, shall be the sole responsibility of Seller, and all such taxes and assessments for the period thereafter shall be the sole responsibility of Purchaser. Taxes shall be prorated based on the latest available tax duplicate.
- (b) Utilities. Seller shall have all meters for steam, electricity, natural gas, and water and sewer service (collectively, "Utility Service"), furnished to the Property read, final billings issued to Seller by the serving utilities, and all accounts transferred to Purchaser as of the Cutoff Date. Seller shall pay for all Utility Service furnished to the Property prior to the Cutoff Date.

Purchaser shall pay for all Utility Service furnished to the Property on and after the Cutoff Date.

- (c) Other Items of Revenue and Expense. All other customarily prorated items of revenue and expense (including ground rent, if any) that are not specifically referred to in this Section 7 shall be prorated between the parties hereto as of the Cutoff Date. Except with respect to expense items prorated as of and on the Cutoff Date, Seller shall be responsible for payment of any and all bills or charges incurred by Seller on or prior to the Cutoff Date for work, services, supplies or materials furnished to the Property, and Purchaser shall be responsible for payment of any and all bills or charges incurred after the Cutoff Date for work, services, supplies or materials.

7.2 Receivables. Unless otherwise provided for in this Agreement, Purchaser shall not purchase, nor shall there be any proration credit given for, any of Seller's receivables arising from the operation of the Property for the time period preceding the Cutoff Date.

7.3 Closing Proration Statement. At least five business days prior to the Closing Date, Seller shall prepare and deliver to Purchaser a proration statement in reasonable detail showing each item prorated, allocated or adjusted in accordance with this Section 7, in such form as fairly reflects such prorations, allocations and adjustments to the reasonable satisfaction of Purchaser and Seller (the "Closing Proration Statement"). If an item is not known as of the Cutoff Date, such item shall be prorated and adjusted based on a reasonable estimate thereof, unless otherwise provided herein. All such prorations and adjustments shall be final unless otherwise specifically agreed in writing by Seller and Purchaser herein or otherwise.

7.4 Calculation. All prorations shall be based upon the actual number of days in the applicable period (i.e., calendar year or calendar month), and the actual number of days elapsed in each such period.

7.5 Intent. The purpose and intent of the provisions on apportionment and proration set forth in this Section 7 is that Seller shall bear all expenses of ownership and operation of the Property, and shall receive all revenue therefrom, accruing through the Cutoff Date, and Purchaser shall bear all such expenses, and receive all such revenue, accruing thereafter, on and subject to the provisions hereof.

ARTICLE 8. **CLOSING**

8.1 Closing. Provided all conditions set forth in Sections 6.1 and 6.2 hereof have been either satisfied or waived, the Closing shall take place on the Closing Date at the office of the Title Insurer in Cleveland, Ohio, or such other date or place as the parties shall agree; provided, however, that either party shall have the right to close by depositing its Closing Documents and funds due from it in escrow with the Title Insurer, and in such case it shall not be required to attend the Closing.

8.2 Seller Closing Documents. On or before the Closing Date, or, if a deadline is specified below, by such deadline, Seller shall deliver, directly to Purchaser or to Title Insurer, as is specified in Section 8.4 hereof, the number of executed original counterparts specified below of each of the following documents with respect to the Property (collectively, the “Seller Closing Documents”):

- (a) One (1) counterpart of the Deed.
- (b) Three (3) counterparts of the County Lease, if applicable.
- (c) One (1) counterpart of the FIRPTA Affidavit.
- (d) Such other documents, instruments or agreements as Seller may reasonably be required to execute and/or deliver on or prior to Closing pursuant to any provision of this Agreement, the Laws, or as may reasonably be required by the Title Insurer.

In addition, at or prior to Closing, Seller shall also deliver to, or at the direction of, Purchaser all keys, security codes, files, books, records, surveys, plans, specifications, and other written information or documents relating to the Property in Seller’s possession and control.

8.3 Purchaser Closing Documents. On or before the Closing Date, or, if a deadline is specified below, by such deadline, Purchaser shall deliver, directly to Seller or to Title Insurer, as is specified in Section 8.4 hereof, the number of executed original counterparts specified below of each of the following documents with respect to the Property (collectively, the “Purchaser Closing Documents”):

- (a) Three (3) counterparts of Purchaser’s Authority Certificate.
- (b) Three (3) counterparts of the County Lease, if applicable.
- (c) One (1) counterpart of the Statement of Reason for Exemption.
- (d) Such other documents, instruments or agreements as Purchaser may reasonably be required to execute and/or deliver on or prior to Closing pursuant to any provision of this Agreement, by Laws, or as may be reasonably required by Title Insurer.

8.4 Occurrence of Closing. Seller shall deposit with Title Insurer the Deed, and Seller and Purchaser shall deposit jointly with Title Insurer counterpart executed copies of the other Closing Documents. The Filing Documents shall be filed and recorded by Title Insurer in the official land records of Cuyahoga County, Ohio serially with no intervening documents or instrument between them, and prior in time and in right to any mortgage liens or other encumbrances created by, for the benefit of, or at the direction of, Purchaser or its Affiliates. The foregoing order of recording shall be strictly adhered to. The Closing shall be deemed to have occurred upon the completion of the following:

- (a) Delivery of the Filing Documents to Title Insurer;

- (b) Delivery of the other Seller Closing Documents to Purchaser and of the other Purchaser Closing Documents to Seller; or the written acknowledgment of Title Insurer that it holds all such documents and the unconditional and irrevocable written commitment of Title Insurer to effect such delivery on the Closing Date;
- (c) Seller's receipt of the full Purchase Price, less prorations, costs and expenses properly chargeable to Seller hereunder; and
- (d) Issuance of the Title Policy to Purchaser in strict accordance with the provisions of this Agreement or the irrevocable commitment of Title Insurer to so issue the Title Policy.

8.5 Closing Costs. Costs of the transactions contemplated hereby shall be paid in accordance with the following provisions:

- (a) Title Insurer shall charge to Seller and pay out of the Purchase Price: (i) the costs of examination of title and issuance of the Title Commitment (ii) the cost of the conveyance fees and/or transfer taxes required by law to be paid at the time of filing the Deed, (iii) the costs of satisfying any taxes, assessments, liens or encumbrances required to be discharged in accordance with the terms hereof, together with the costs of recording the cancellation thereof and any costs incidental thereto, (iv) any amounts due Purchaser by reason of prorations, (v) one-half (1/2) of the escrow fee. The parties shall arrange for final meter readings of all metered utility services within five (5) days prior to the Closing Date as contemplated by Section 7.1(c) hereof. Title Insurer shall withhold \$5,000.00 from the proceeds due Seller for the final water and sewer bill. Upon receipt of proof of payment of the final sewer and water bill, any overage shall be promptly refunded to Seller by Title Insurer. Seller agrees to promptly remit payment to Title Insurer of any shortage due if \$5,000.00 is insufficient to pay the final sewer and water bill.
- (b) The Title Insurer shall charge to Purchaser and pay out of the purchase price: (i) the cost of the Survey (ii) the cost of the Title Policy, (ii) the costs incident to filing the Filing Documents and any mortgage(s) placed upon the Property, (iii) any other costs incident to obtaining any Purchaser financing, (iv) the amount of any prorations due Seller hereunder, (v) the cost of all physical and environmental inspections ordered by Purchaser (if not paid outside of closing), (vi) one-half (1/2) of the escrow fee, and (vii) the cost of all title insurance endorsements required hereby, by Purchaser, and by Purchaser's lender.
- (c) Each party shall be responsible for all other costs, expenses and fees that it incurs in negotiating and performing its obligations under this Agreement.

ARTICLE 9.
DAMAGE OR DESTRUCTION - CONDEMNATION

9.1 Notice. In the event of any damage to or destruction or condemnation of any portion of the Property prior to Closing (other than *de minimis* damage thereto, destruction thereof, or condemnation thereof), Seller shall send written notice thereof to Purchaser within five (5) days after the date of the occurrence thereof (the “Damage Notice”). Not later than fifteen (15) days after Seller’s delivery to Purchaser of the Damage Notice, Purchaser shall determine, and shall notify Seller in writing, whether a Material Part of the Property has been damaged, or whether such taking or threatened taking has affected or will affect a Material Part of the Property. For purposes of this Article 9, Purchaser may determine that a “Material Part” of the Property has been damaged or taken if (a) in the case of damage to or destruction of any portion of the Property, the estimated cost of repairing the damage (whether or not insured) will, in Purchaser’s reasonable judgment equal or exceed One Hundred Thousand Dollars (\$100,000.00), or (b) in the case of a taking or threatened taking pursuant to the power of eminent domain, the value of the Property is or will, in Purchaser’s reasonable judgment, be reduced by One Hundred Thousand Dollars (\$100,000.00) or more.

- (a) If Purchaser determines that a Material Part of the Property has been damaged, or that a Material Part of the Property has been or will be affected by the taking or threatened taking, Purchaser may elect, by written notice delivered to Seller within fifteen (15) days after giving Seller notice of such determination, to terminate this Agreement, in which event the Deposit shall be returned to Purchaser;
- (b) In the case of damage to a Material Part of the Property, if Purchaser does not elect to terminate this Agreement in the manner and within the time aforesaid, Purchaser shall be obligated to proceed to Closing without diminution of the Purchase Price, Seller shall (i) deliver to Purchaser at Closing all insurance proceeds received on account of such damage, and (ii) assign to Purchaser at Closing its right to recover under any insurance policies covering such damage, and (iii) pay to Purchaser the amount of any deductibles or self-insured amounts; provided, however, that the foregoing delivery of proceeds, assignment of rights, and payment of deductible and self-insured amounts shall not include those relating to business interruption or rent loss for the period prior to Closing; and
- (c) In the case of a threatened or actual taking of a Material Part of the Property, if Purchaser does not elect to terminate this Agreement in the manner and within the time aforesaid, Purchaser shall be obligated to proceed to Closing without diminution of the Purchase Price, Seller shall (i) pay and deliver to Purchaser at Closing all condemnation awards and other proceeds received in connection with the taking, and (ii) assign to Purchaser at Closing Seller’s entire right, title and interest in and to all awards and other proceeds connected with the taking; provided, however, that the foregoing delivery and payment of proceeds and awards shall not

include those relating to revenue from the Property for the period prior to Closing.

9.2 Non-Material Damage. In the event of any damage to or destruction or condemnation of any portion of the Property prior to Closing that does not or will not affect a Material Part of the Property, the Closing Date shall not be extended, Purchaser shall be obligated to proceed to Closing without diminution of the Purchase Price, and Seller shall (i) deliver to Purchaser at Closing all insurance or condemnation proceeds received on account of such damage or taking (other than those relating to business interruption, rent loss and revenue for the period prior to the Closing) and (ii) assign to Purchaser at Closing Seller's right to recover such insurance or condemnation proceeds, and (iii) pay to Purchaser the amount of any deductibles or self-insured amounts.

9.3 Loss Adjustments. The Closing Date shall be extended as necessary to permit Purchaser and Seller to exercise their rights within the time periods set forth in this Article 9, but not beyond March 1, 2020. In connection with any claim with respect to insurance or condemnation proceeds pursuant to this Article 9, Seller shall not settle or approve settlement of any claim without Purchaser's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and Purchaser and Seller shall fully cooperate with each other in prosecuting diligently the recovery of any such claim(s).

9.4 Seller's Right to Terminate Notwithstanding anything to the contrary, in the event of any damage to or destruction of any portion of the Property prior to Closing and Purchaser determines that a Material Part of the Property has been damaged, if Seller determines that the insurance proceeds payable in connection with such damage or destruction together with the amount of any deductibles or self-insured amounts exceeds the Purchase Price, Seller may elect, by written notice delivered to Purchaser within fifteen (15) days after giving Purchaser notice of such determination, to terminate this Agreement, in which event the Deposit shall be returned to Purchaser.

ARTICLE 10. **DEFAULT**

10.1 Seller's Default. In addition to the rights and remedies set forth in Section 10.6 hereof, if Seller shall fail to observe or perform any of its obligations hereunder, and if such failure is not cured within 30 days after written notice to Seller specifying such failure, Purchaser shall have the right to elect either to (a) waive such failure or default and proceed to Closing without any reduction or abatement of the Purchase Price, except as to Liens of an ascertainable amount required to be removed pursuant to Article 4 hereof, and without any claim against Seller with respect to such failure, or (b) terminate this Agreement.

10.2 Purchaser's Default. In addition to the rights and remedies set forth in Section 10.6 hereof, if Purchaser shall fail to observe or perform any of its obligations hereunder including, without limitation, Purchaser's failure to close due to insufficient funds, and if such failure is not cured within ten (10) days after written notice to Purchaser specifying such failure, or if Purchaser shall be in breach of or default under the ~~Prior Agreements and/or~~ the License Agreement, Seller shall have the right to elect to either (a) waive such failure or default and

proceed to Closing notwithstanding such default by Purchaser, or (b) terminate this Agreement, in which event the Deposit shall be promptly paid to Seller as full and complete liquidated damages (and not as a penalty or forfeiture) in lieu of any and all other legal and equitable rights and remedies that Seller may have hereunder or at law or in equity, and neither party shall thereupon have any claims against or liability to the other hereunder or otherwise.

10.3 Intentionally deleted.

10.4 Closing is a Waiver.

- (a) In the event that Closing actually occurs, then the occurrence of such Closing shall be deemed a complete waiver by Purchaser of all of its rights to make any claim for Seller's failure to perform any of its obligations under this Agreement that are required to be performed prior to or on the Closing Date.
- (b) In the event that Closing actually occurs, then the occurrence of such Closing shall be deemed a complete waiver by Seller of all of its rights to make any claim for Purchaser's failure to perform any of its obligations under this Agreement that are required to be performed prior to or on the Closing Date.

10.5 Intentionally deleted.

10.6 Additional Remedies. Notwithstanding anything to the contrary, Seller and Purchaser shall always have and retain all rights and remedies at law, in equity, including, without limitation, the right of specific performance, and otherwise (other than rescission) to enforce the other party's obligations under this Agreement, and the License Agreement, and all of such rights and remedies shall be in addition to, and not in lieu of, the rights and remedies set forth in Sections 10.1 and 10.2.

ARTICLE 11.
BROKERAGE COMMISSIONS

11.1 Listing Broker. Seller has indicated that all inquiries and communications with respect to the subject transaction shall be directed to Listing Broker. All fees due Listing Broker in connection with the subject transaction shall be paid by Seller. Seller represents to Purchaser that Seller has not had any discussions regarding the subject transaction with any broker or agent other than Listing Broker.

ARTICLE 12.
ESCROW INSTRUCTIONS

12.1 Escrow Instructions. By executing this Agreement, Seller, Purchaser and Title Insurer agree as follows:

- (a) If any disagreement or dispute shall arise between the parties hereto and/or any other persons resulting in adverse claims and demands being made for

the Deposit, whether or not litigation has been instituted, then and in any such event, Title Insurer shall refuse to comply with any claims or demands on it and continue to hold the Deposit until Title Insurer receives either (i) a written notice signed by both Seller and Purchaser directing the disbursement of the Deposit, or (ii) a final order of a court of competent jurisdiction, entered in a proceeding in which Seller, Purchaser and Title Insurer are named as parties, directing the disbursement of the Deposit, and in either of which events, Title Insurer shall then disburse the Deposit in accordance with said direction. Title Insurer shall not be or become liable in any way or to any person for its refusal to comply with any such claims or demands until and unless it has received a direction of the nature described in either clause (i) or clause (ii) above, and upon Title Insurer's compliance with a direction of the nature described in either clause (i) or clause (ii) above, Title Insurer shall be released of and from all liability hereunder except for any previous actions or omissions taken or suffered by Title Insurer in bad faith, in willful disregard of its obligations under this Agreement, or involving gross negligence on the part of Title Insurer.

- (b) Anything to the contrary notwithstanding, Title Insurer, on notice to Seller and Purchaser (i) may take such affirmative steps as it may, at its option, elect in order to terminate its duties as escrow agent hereunder including, but not limited to, the deposit of the Deposit with a court of competent jurisdiction and the commencement of an action for interpleader, the costs thereof to be borne by Seller or Purchaser, as the court may direct, or (ii) in the event litigation between Seller and Purchaser over entitlement to the Deposit has commenced, may deposit the Deposit with the clerk of the court in which said litigation is pending. Upon the taking by Title Insurer of either of the actions described in clause (i) or clause (ii) above, Title Insurer shall be released of and from all liability hereunder except for any previous actions or omissions taken or suffered by Title Insurer in bad faith, in willful disregard of its obligations under this Agreement, or involving gross negligence on the part of Title Insurer.
- (c) Seller and Purchaser acknowledge that Title Insurer is acting solely as a stakeholder at their request and for their convenience, that Title Insurer shall not be deemed to be the agent of either of the parties, and that Title Insurer shall not be liable to Seller or Purchaser for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of its obligations under this Agreement, or involving gross negligence. Seller and Purchaser jointly and severally agree to be responsible for all costs, claims and expenses, including reasonable attorneys' fees, incurred by Title Insurer in connection with the performance of Title Insurer's duties hereunder, except with respect to actions or omissions taken or suffered by Title Insurer in bad faith, in willful disregard of its obligations of this Agreement, or involving gross negligence on the part of Title Insurer.

- (d) A signed copy of this Agreement shall serve as escrow instructions to Title Insurer, together with any additional instructions hereafter furnished by Seller and Purchaser, to the extent not inconsistent herewith.
- (e) The validity and enforceability of this Agreement or and of any amendment hereto as between Purchaser and Seller shall not be affected by whether or not Title Insurer shall have executed this Agreement or any such amendment.

ARTICLE 13. **MISCELLANEOUS**

13.1 Exhibits. All Exhibits that are referred to herein and are attached hereto are made a part hereof.

13.2 No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

13.3 Extension of Performance. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a day that is not a Business Day, such time for performance shall be extended to the next Business Day. Otherwise, unless a provision of this Agreement specifically refers to Business Days, all references in this Agreement to days shall mean calendar days.

13.4 Time of Performance. Time of performance is of the essence of each and every term, provision, and condition contained in this Agreement.

13.5 Successors and Assigns. All terms, covenants, conditions and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, and permitted successors in interest and assigns.

13.6 Waiver.

- (a) One or more waivers of any term, covenant or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach of the same or any other term, covenant or condition; nor shall any delay or omission by any party in seeking a remedy for any breach of this Agreement, or in exercising any right accruing to such party by reason of any such breach, be deemed a waiver by such party of its rights or remedies with respect to such breach.
- (b) A party's consent to or approval of any act or omission by any other party which requires such consent or approval shall not be deemed to waive or render unnecessary the requirement for such consent or approval with respect to any subsequent similar act or omission.

- (c) The failure of any party to insist upon the strict performance of any provision of this Agreement, or the failure of any party to exercise any right, option or remedy hereby reserved or granted, shall not be construed as a waiver for the future of any such provision, right, option or remedy, or as a waiver of any subsequent breach thereof, or as an alteration or modification of this Agreement.
- (d) No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing, signed by the party against whom such waiver is sought to be enforced.
- (e) The receipt by any party of any amount of money or other property with knowledge of a breach of any provision of this Agreement shall not be deemed a waiver of such breach. No payment to or receipt by any party of a lesser amount than may be due it hereunder shall be deemed to be other than on account of the earliest amount then unpaid, nor shall any endorsement or statement on any check or in any letter accompanying any check or payment by a party to another party be deemed an accord and satisfaction, and any party may strike or disregard any such endorsement or statement and accept such check or payment without prejudice to such party's right to recover the balance of any amounts due, and such party may thereafter pursue any other right or remedy provided under this Agreement or at law or in equity.

13.7 Agreement Not to be Recorded. Seller and Purchaser agree that neither party will file this Agreement for record in the official real estate records of the county in which the Real Property is located.

13.8 Liability of Seller. Purchaser covenants and agrees with Seller that, notwithstanding anything to the contrary, Purchaser shall look solely to the estate and interest of Seller in and to the Real Property for the satisfaction of all claims of every nature that Purchaser may have against Seller hereunder or otherwise, including but not limited to the collection of any judgment (or other judicial process) requiring the payment of money by Seller; and no other property or assets of Seller shall be subject to levy, execution or other judicial process for the satisfaction of such claims. This provision shall not be deemed, construed or interpreted to be or constitute any agreement, express or implied, between Seller and Purchaser that Seller's estate and interest in and to the Real Property shall be subject to imposition of an equitable lien or charge. Nothing in this Section shall be construed as limiting either party's exercise of any remedies under Article 10.

13.9 Governing Law/Jurisdiction. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Agreement, and each party consents to the exclusive jurisdiction of such courts. Purchaser hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

13.11 Notices. Every notice, demand, consent, request, approval, report, offer, acceptance, certificate, or other communication which may be, or is required to be, given or delivered under or with respect to this Agreement shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, and directed to the other party at its address set forth below, or at such other address within the continental United States as any party may hereafter designate by similar notice to the other:

To Purchaser: City of North Royalton, Ohio
Attn: Tom Jordan, Director of
Development
14600 State Road
North Royalton, Ohio 44133

26

calculated to reach the other party, including but not limited to personal delivery, facsimile, and/or reputable national overnight courier, provided that any such notice shall be deemed to have been given and shall be effective only when actually received by the addressee, proof of which shall be furnished by the party sending such notice.

13.12 Paragraph Headings; Gender and Number. The headings inserted at the beginning of each paragraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any of the terms or provisions hereof. The use of any one gender shall include all others. The plural number shall include the singular, and the singular number the plural, wherever the context so admits.

13.13 Herein/Including. The terms “herein,” “hereof,” “hereunder” or words of similar import shall be deemed to refer to this Agreement in its entirety unless otherwise specifically stated. Whenever the word “including”, “includes” or any variation thereof is used herein, such term shall be construed as a term of illustration and not a term of limitation. For example, the term “including” shall be deemed to mean “including, without limitation”, and the term “includes” shall be deemed to mean “includes, without limitation”.

13.14 Amendment. This Agreement may be amended, modified and supplemented only by written instrument executed by Seller and Purchaser.

13.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and that same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Delivery of an executed counterpart of a signature page of this Agreement (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.

13.16 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be of no force or effect.

13.17 Interest. All amounts payable by Purchaser to Seller under this Agreement that are not paid when due shall bear interest at the rate of twelve percent (12%) per annum, or such lower rate of interest as may be the highest rate of interest that may lawfully be charged hereunder at the time in question.

13.18 Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void or invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held void or invalid or unenforceable shall not be affected thereby, and each and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.19 Preparation of Agreement. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation, each having contributed substantially and materially to the preparation hereof.

13.20 Authority. Each signatory hereto certifies that he or she is duly authorized and empowered to sign and deliver this Agreement, and any amendment thereto within the purview of the authorizing legislation, on behalf of all entities named below on whose behalf he or she has so acted.

13.21 Survival. Notwithstanding anything to the contrary, the following provisions of this Agreement, in addition to the other provisions of this Agreement that by their terms survive any termination of this Agreement and/or the closing and delivery and filing for record of the Filing Documents, shall survive and shall be enforceable after any termination of this Agreement and after the closing and delivery and filing for record of the Filing Documents, and shall not be merged therein or extinguished thereby: Articles 1, 10, 11, 12 and 13 and Sections 2.2, 3.3, 4.4, 5.1, 5.3, 6.3, 7.3 and 8.5.

13.22 Effectiveness. This Agreement is forwarded to Purchaser for its approval and execution, and after Purchaser has executed and delivered this Agreement to Seller, this Agreement shall become binding on Seller and effective only upon the date that the last of each of the following has occurred (the “Effective Date”): (a) this Agreement, as signed by Purchaser, has been duly approved by Cuyahoga County Council, (b) this Agreement is certified by Seller’s Fiscal Officer, (c) this Agreement is executed by Seller and an original counterpart thereof is delivered to each of Purchaser and Title Insurer, and (d) Purchaser has delivered the Deposit to Title Insurer.

13.23 Receipt. Attached hereto and made a part hereof is that certain Receipt by Title Insurer.

13.24 Exhibits and Schedules. The following exhibits and schedules are attached hereto and incorporated herein:

Exhibits

- A. Legal description
- B. Permitted Exceptions
- C. Deed
- D. Purchaser’s Authority Certificate
- E. Statement of Reason for Exemption
- F. Intentionally Deleted
- G. FIRPTA Affidavit
- H. License agreement

Schedules

- 1 – Excluded Property

[Page 29, the signature page, follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

The legal form and correctness of this Agreement is hereby approved:

Cuyahoga County Law Department
Gregory J. Huth, Director of Law

By: _____

Date: _____

SELLER:

COUNTY OF CUYAHOGA, OHIO

By: _____

Armond Budish,
County Executive, by Matt Carroll
(pursuant to Executive Order No. EO2018-0001 dated February 26, 2018)

Date: _____, 2019

Approved as to form

By: _____

Law Director

City of North Royalton, Ohio

PURCHASER:

CITY OF NORTH ROYALTON, OHIO

By: _____

Robert A. Stefanik, Mayor

Date: _____, 2019

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio, by Matt Carroll, for and on behalf of, and as authorized designee of, Armond Budish, its Executive, pursuant to Executive Order No. EO2018-0001 dated February 26, 2018, personally known to me, who did acknowledge that he did sign the foregoing instrument in such capacity on behalf of the County of Cuyahoga, Ohio and is duly authorized to do so, and that the same is the free act and deed of the County of Cuyahoga, Ohio, and his free act and deed individually and in the aforescribed capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this ____ day of _____, 2019.

Notary Public/ My Commission Expires:

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named City of North Royalton, Ohio, a municipal corporation, by Robert A. Stefanik, Mayor, personally known to me, who being first duly sworn, did upon oath acknowledge that he did sign the foregoing instrument for and on behalf said municipal corporation and is duly authorized to do so, and that the same is the free act and deed of said non-profit company, and his free act and deed individually and in the aforescribed capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Royalton, Ohio, this ____ day of _____, 2019.

Notary Public/ My Commission Expires:

R E C E I P T

Receipt of an executed counterpart of the foregoing Agreement and the Deposit are hereby acknowledged, and the undersigned agrees to act as Title Insurer in accordance with the provisions thereof.

[] **TITLE INSURANCE
COMPANY**

Date: _____, 2019
Escrow No.: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
to the
PURCHASE AND SALE AGREEMENT

Legal Description

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 8, bounded and described as follows:

Beginning in the centerline of York Road, 60 feet wide, at the southwesterly corner of a parcel of land conveyed to the Municipality of North Royalton by deed dated August 6th, 1953 and recorded in Volume 7866, Page 14 of Cuyahoga County Records;

Thence North 5°43'39" West 398.20 feet measured along the centerline of York Road;

Thence North 89°20'13" East 1,117.60 feet to the easterly line of land so conveyed to the City of North Royalton;

Thence South 0°34'34" East 396.64 feet measured along said easterly line to the southeasterly corner thereof;

Thence South 89°20'13" West, along the southerly line of land conveyed to the Municipality of North Royalton as aforesaid, to the place of beginning and containing 10,136 acres of land, be the same more or less but subject to all legal highways.

PP# 483-28-006

EXHIBIT B

Permitted Exceptions

1. All streets, alleys, and public rights-of-way.
2. All Laws.
3. All Taxes not due and payable as of the Closing Date.
4. County Lease, if applicable.
5. Matters which would be disclosed by an accurate survey and inspection of the Real Property.
6. Any matters, liens and claims, including but not limited to mechanics', materialmens', surveyors', brokers' and similar liens and claims, that arise out of the acts and/or omissions of Purchaser.
7. All covenants, conditions, restrictions, reservations, limitations, easements, agreements, leases, liens, encumbrances, and other matters of record that affect the Property, including those referred to in the Title Commitment.

END OF EXHIBIT

EXHIBIT C
QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED ("Deed") is made as of _____, 2019 by **County of Cuyahoga, Ohio**, a body corporate and politic and political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof ("Grantor"), having its principal place of business at 2079 East 9th Street, Cleveland, Ohio 44115, in favor of the **City of North Royalton, Ohio**, a municipal corporation with its principal place of business located at 14600 State Road, North Royalton, Ohio 44133 ("Grantee").

WITNESSETH THAT:

Grantor, for valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, does hereby quit-claim unto Grantee, and Grantee's heirs, successors and assigns, (a) the real property described in Exhibit A, attached hereto and made a part hereof (collectively, the "Land"), and (b) all improvements located thereon, and all appurtenances thereto (collectively, the "Improvements and Appurtenances"). The Land and the Appurtenances are herein collectively referred to as the "Property".

Prior Instrument
Reference:

Parcel No(s): 483-28-006

Property Address: 14875 York Road, North Royalton, Ohio 441333

[Signature page follows.]

TO HAVE AND TO HOLD the Property unto Grantee, his heirs, successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed as of the date first above written.

GRANTOR:

COUNTY OF CUYAHOGA, OHIO

The legal form and correctness of
this instrument is hereby approved:

Cuyahoga County Law Department
Gregory J. Huth , Director of Law

By: _____
Armond Budish,
County Executive, by Matt Carroll
(pursuant to Executive Order No. EO2018-
0001 dated February 26, 2018)

By: _____
Date: _____

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio, by Matt Carroll, for and on behalf of, and as authorized designee of, Armond Budish, its Executive, pursuant to Executive Order No. EO2018-0001 dated February 26, 2018, personally known to me, who did acknowledge that he did sign the foregoing instrument in such capacity on behalf of the County of Cuyahoga, Ohio and is duly authorized to do so, and that the same is the free act and deed of the County of Cuyahoga, Ohio, and his free act and deed individually and in the aforescribed capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this ____ day of _____, 2019.

Notary Public/ My Commission Expires:

This instrument prepared by:
Anka M. Davis
Assistant Law Director
Cuyahoga County
2079 East 9th
Cleveland, Ohio 44115
216-443-7147

EXHIBIT A

to the

QUIT-CLAIM DEED

Legal Description

Legal Description

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 8, bounded and described as follows:

Beginning in the centerline of York Road, 60 feet wide, at the southwesterly corner of a parcel of land conveyed to the Municipality of North Royalton by deed dated August 6th, 1953 and recorded in Volume 7866, Page 14 of Cuyahoga County Records;

Thence North 5°43'39" West 398.20 feet measured along the centerline of York Road;

Thence North 89°20'13" East 1,117.60 feet to the easterly line of land so conveyed to the City of North Royalton;

Thence South 0°34'34" East 396.64 feet measured along said easterly line to the southeasterly corner thereof;

Thence South 89°20'13" West, along the southerly line of land conveyed to the Municipality of North Royalton as aforesaid, to the place of beginning and containing 10,136 acres of land, be the same more or less but subject to all legal highways.

PP# 483-28-006

EXHIBIT D

Purchaser's Authority Certificate

CERTIFICATE OF [INSERT NAME OF PURCHASER]

The undersigned, in his capacity as a member of _____, an _____ (the "Company"), hereby certifies as of the date hereof that according to the records of the Company:

1. Attached hereto and made a part hereof as Exhibit A, is a true and complete copy of the Articles of Organization of the Company, as filed with the _____ Secretary of State on _____, _____, and in effect on the date hereof. No action has been taken to authorize any amendment or other modification to such Articles of Organization which is not attached hereto.

2. Attached hereto and made a part hereof as Exhibit B, is a true and complete copy of the Operating Agreement dated as of _____, 20____ of the Company, which is in effect on the date hereof, has not been amended, modified or supplemented to the date hereof, and constitutes the only effective operating agreement of the Company.

3. The persons named in Exhibit C, attached hereto and made a part hereof, are the sole members of the Company, and have the power and authority to make and implement all decisions, and to act, for and on behalf of the Company in documenting and consummating the purchase and financing of that certain property located at _____, Cleveland, Ohio from the County of Cuyahoga, Ohio. The signature set forth opposite the name of each such member on said Exhibit C is a specimen of such member's genuine signature.

5. Attached hereto and made a part hereof as Exhibit D is a true and complete copy of a resolution duly adopted by the members of the Company on _____, 20____, which resolution has not been amended, modified, supplemented or rescinded, and remains in full force and effect on the date hereof.

The County of Cuyahoga, Ohio and _____ Insurance Company, and their respective subsidiaries, affiliates, re-insurers and co-insurers, may rely on the certifications contained herein.

[Signature page follows]

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____,
2019.

By: _____
_____, _____

Attached: Exhibit A – Certificate of Formation
Exhibit B - Operating Agreement
Exhibit C - Incumbency
Exhibit D - Resolution

EXHIBIT E

Statement of Reason for Exemption

The Form DTE 100 EX published by the County Fiscal Officer at the time of Closing will be used.

EXHIBIT F

Intentionally Deleted

EXHIBIT G

FIRPTA Affidavit

The form of FIRPTA Affidavit shall be supplied by the Title Company prior to Closing.

EXHIBIT H

License Agreement

SCHEDULE 1

EXCLUDED PROPERTY

*All computers and printers in office space and throughout garage going to new facility
*All photocopiers going to new facility



*All computers and printers in office space and throughout garage going to new facility
*All photocopiers going to new facility
*Taking keyboards to new facility



*Kronos time system going to new facility



*Large bench and table going to new facility



*Black Aramark lockers going to new facility



*All AED equipment going to new facility



*Porter Cable air compressor going to new facility



*Yellow flammable cabinet is going to new facility



*Fridge is going to new facility



*Welding hood and exhaust fan going to new facility



*All welding tables going to new facility



*All welding tables going to new facility



*All welding tables going to new facility



*All welding lockers going to new facility



*Wall racks going to new facility



*Wall racks going to new facility



ORDINANCE NO. 19-66

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE AMENDING ORDINANCE 14-96, WHICH AUTHORIZED THE MAYOR TO ENTER INTO AN AGREEMENT WITH STAR2STAR COMMUNICATIONS FOR SOFTWARE AND APPLICATIONS, VOICE AND DATA AND MAINTENANCE FOR THE CITY WIDE INTEGRATED PHONE SYSTEM FOR A MONTHLY SERVICE CHARGE NOT TO EXCEED \$1,418.28, BY ADDING THE POLICE DEPARTMENT PHONE SYSTEM TO THIS AGREEMENT FOR AN ADDITIONAL \$1,057.97 MONTHLY SERVICE CHARGE, EXTENDING THIS AMENDED AGREEMENT FOR AN ADDITIONAL 3 YEARS, AUTHORIZING THE MAYOR TO ENTER IN TO THIS AMENDED AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS: Council adopted Ordinance 14-96 which authorized the Mayor to enter into an agreement with Star2Star Communications for software and applications, voice and data and maintenance for the city-wide integrated phone system for a monthly service charge not to exceed \$1,418.28; and

WHEREAS: It is necessary to amend this ordinance to add the Police Department phone system to this agreement for an additional \$1,057.97 monthly service charge; and

WHEREAS: It is also necessary to extend this amended agreement for an additional 3 years; and

WHEREAS: Council desires to provide for these amendments and authorize the Mayor to enter into this amended agreement.

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

Section 1. Ordinance 14-96 which authorized the Mayor to enter into an agreement with Star2Star Communications for software and applications, voice and data and maintenance for the city wide integrated phone system for a monthly service charge not to exceed \$1,418.28 is hereby amended by adding the Police Department phone system to this agreement for an additional \$1,057.97 monthly service charge for a new total monthly service charge of \$2,476.25.

Section 2. This amended agreement is hereby extended for an additional 3 years.

Section 3. The Mayor is hereby authorized to enter into this amended agreement with Star2Star Communications for software and applications, voice and data and maintenance for the city wide phone system for the City of North Royalton, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into an agreement with Star2Star Communications for software and applications, voice and data and maintenance for the city wide phone system for the City of North Royalton.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS: