

September 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS, UTILITIES AND R&O 6:00	2 PLANNING COMMISSION 7:00 CAUCUS 6:45	3 SPECIAL WORK SESSION 6:00	4 SPECIAL COUNCIL MEETING 5:00	5
6	7 <i>LABOR DAY</i> 	8	9	10	11	12
13	14 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	15 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	16	17 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	18	19
20	21	22	23	24	25	26
27	28	29 RECREATION BOARD 6:00	30			

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

NORTH ROYALTON CITY COUNCIL
A G E N D A
SEPTEMBER 1, 2020

7:00 p.m. Caucus

Council Meeting 7:00 p.m.



REGULAR ORDER OF BUSINESS

- 1. Call to Order.
- 2. Opening Ceremony (Pledge of Allegiance).
- 3. Roll Call.
- 4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: July 21, 2020, August 1, 2020 Special Work Session and August 1, 2020 Special Council Meeting.
 - b. Accept the resignation of Ward 3 Council Representative Jeffrey McCarthy pursuant to Chapter 220, Section 220.06, Rule XXIII of the Codified Ordinances of the City of North Royalton.
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

Building & Building Codes	Linda Barath
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	
Storm Water	Jessica Fenos
Streets	Vincent Weimer
Utilities	Mike Vos
- 10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	
Planning Commission	Paul Marnecheck
Recreation Board	Jeremy Dietrich
- 11. Public Discussion: Five minute maximum, on current agenda legislation only.
- 12. LEGISLATION

THIRD READING CONSIDERATION

- 1. **20-96 - AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND RECORD DEEDS TRANSFERRING PERMANENT PARCEL NUMBERS 481-12-095 (YORK ROAD), 482-03-004 (POTOMAC), 484-17-016 (KINGSTON WAY), 489-30-012 (APOLLO DRIVE), AND 489-31-037 (APOLLO DRIVE) FROM THE NORTH ROYALTON LAND REUTILIZATION PROGRAM TO THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY. First reading July 7, 2020. Second reading July 21, 2020.**

FIRST READING CONSIDERATION

1. **20-99** - AN ORDINANCE ACCEPTING THE DEDICATION OF 337 FEET OF SHAWNEE CIRCLE AND 229 FEET OF CHIPPEWA PATH IN THE PROPOSED INDIAN TRAILS SUBDIVISION PHASE 2 FROM WOODHILL PROPERTIES, INC., AND DECLARING AN EMERGENCY.
2. **20-100** - AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF NORTH ROYALTON A CERTAIN AMENDMENT TO ARTICLE III, THE COUNCIL, BY CREATING A NEW SUBSECTION (p) ENTITLED "EFFECT OF RESIGNATION OF OFFICE OR REMOVAL FROM OFFICE" INTENDED TO DELAY FOR SUCH MEMBER THE OPPORTUNITY TO RUN FOR ELECTIVE OFFICE FOR A PERIOD OF FOUR YEARS IMMEDIATELY FOLLOWING RESIGNATION OR REMOVAL, AND DECLARING AN EMERGENCY.
3. **20-101** - AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER TO THE ESCROW AGENT A DEED IN ACCORD WITH THE TERMS OF PRIOR ORDINANCE 20-79 TRANSFERRING PPN 483-23-011 TO THE DESIGNEE OF THE SUCCESSFUL BIDDER, TRANSPORT SERVICES LLC, AND DECLARING AN EMERGENCY.
4. **20-102** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE YORK ROAD GABION BASKET IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.
5. **20-103** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 10 STREETS, UTILITIES AND PUBLIC SERVICES CODE, CHAPTER 1045 BILLING, COLLECTION AND CUSTOMER SERVICE, SECTION 1045.08, SANITARY SEWER CHARGES GENERALLY, PARAGRAPH (1)(a), AND DECLARING AN EMERGENCY.
6. **20-104** - AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONSERVATION EASEMENT TO THE WEST CREEK CONSERVANCY, AND DECLARING AN EMERGENCY.
7. **20-105** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE DONATION AGREEMENT WITH THE WEST CREEK CONSERVANCY FOR CERTAIN REAL ESTATE DEFINED AS PPN 483-05-002, AND DECLARING AN EMERGENCY.
8. **20-106** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2020 GMC SIERRA 1500 FOR THE NORTH ROYALTON POLICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$28,574.00, REPEALING ORDINANCE 20-61 AND DECLARING AN EMERGENCY.
9. **20-107** - AN ORDINANCE ACCEPTING THE BID OF G&B ELECTRIC CO FOR THE BASEBALL FIELD LIGHTING UPGRADE FOR AN AMOUNT NOT TO EXCEED \$85,600.00 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
10. **20-108** - AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR THE NORTH ROYALTON WASTEWATER TREATMENT PLANT "A" BLOWER BUILDING, CONTROL BUILDING AND MISCELLANEOUS IMPROVEMENT PROJECT BETWEEN THE CITY OF NORTH ROYALTON AND THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY.
11. **20-109** - AN ORDINANCE ACCEPTING THE BID OF COLD HARBOR BUILDING CO. FOR THE NORTH ROYALTON WASTEWATER TREATMENT PLANT "A" BLOWER BUILDING, CONTROL BUILDING AND MISCELLANEOUS IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$6,044,940.00 AS THE LOWEST AND BEST BID, CONTINGENT UPON LOAN APPROVAL FROM THE OHIO WATER DEVELOPMENT AUTHORITY, REPEALING ORDINANCE 20-95 AND DECLARING AN EMERGENCY.

12. **20-110** - AN ORDINANCE AUTHORIZING THE CITY ENGINEER TO HAVE PLANS, SPECIFICATIONS, ESTIMATES OF COST AND PROFILES PREPARED FOR THE EXTENSION OF A PUBLIC SANITARY SEWER ON DRAKE ROAD FROM ADDRESS 12840 DRAKE ROAD TO ADDRESS 12766 DRAKE ROAD (PPN'S 484-08-030, 484-08-016, 484-08-017 & 484-08-031) IN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
 13. **20-111** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 20-41 AS AMENDED BY ORDINANCE 20-71 AND 20-80 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
 14. **20-112** - AN ORDINANCE AUTHORIZING THE PURCHASE OF ALL RIGHT, TITLE, AND INTEREST IN FEE SIMPLE ABSOLUTE IN AND TO BUILDINGS AND REAL PROPERTY LOCATED AT 12704 RIDGE ROAD, PPN 482-30-002, IN THE CITY OF NORTH ROYALTON FOR AN AMOUNT NOT TO EXCEED \$175,000.00, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

ORDINANCE NO. 20-99

INTRODUCED BY: Barath, Fenos

AN ORDINANCE ACCEPTING THE DEDICATION OF 337 FEET OF SHAWNEE
CIRCLE AND 229 FEET OF CHIPPEWA PATH IN THE PROPOSED INDIAN
TRAILS SUBDIVISION PHASE 2 FROM WOODHILL PROPERTIES, INC., AND
DECLARING AN EMERGENCY

WHEREAS: There has been submitted to Council a plat signed by all necessary parties thereon, dedicating to the city approximately 337 feet of Shawnee Circle and 229 feet of Chippewa Path in the proposed Indian Trails Subdivision Phase 2 from Woodhill Properties, Inc.; and

WHEREAS: The City Engineer has reported to Council that the required improvements are in place, the title insurance and the street right-of-way have been received, and the terms or conditions have been met and Council desires to approve said plat and accept such dedication.

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 dedication plat for 337 feet of Shawnee Circle and 229 feet of Chippewa Path in the proposed Indian Trails Subdivision Phase 2 from Woodhill Properties, Inc. as approved by the City Engineer is hereby accepted, approved, and ordered to be recorded by the developer in the Office of the Recorder of Cuyahoga County, Ohio.

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 provide for the dedication of the aforementioned properties so that work can commence.

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:

Woodhill Properties, Inc.

26750 Schubert Drive
Westlake, Ohio 44145

Telephone: 440-835-0967

Robert G. Nottrodt
President

RECEIVED
CITY OF N. ROYALTON
AUG 19 2020
ENGINEERING DEPT.

August 18, 2020

Mr. Mark Schmitzer
City of North Royalton
Engineering Department
11545 Royalton Rd.
North Royalton, Ohio 44133

Dear Mr. Schmitzer,

We request that the City of North Royalton accepts
for dedication, Phase 2 of Indian Trails subdivision.

Sincerely,

Robert G. Nottrodt

Robert G. Nottrodt, President
WOODHILL PROPERTIES, INC.

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF NORTH ROYALTON A CERTAIN AMENDMENT TO ARTICLE III, THE COUNCIL, BY CREATING A NEW SUBSECTION (p) ENTITLED “EFFECT OF RESIGNATION OF OFFICE OR REMOVAL FROM OFFICE” INTENDED TO DELAY FOR SUCH MEMBER THE OPPORTUNITY TO RUN FOR ELECTIVE OFFICE FOR A PERIOD OF FOUR YEARS IMMEDIATELY FOLLOWING RESIGNATION OR REMOVAL, AND DECLARING AN EMERGENCY

- WHEREAS: Being a candidate for and being elected to City Council involves a serious and weighty commitment not to be taken lightly nor to be treated in a frivolous manner; and
- WHEREAS: Having taken an oath to serve the residents of the ward or city as a member of Council it is incumbent upon every such individual to serve out the full term of office and keep faith with his or her constituents and to execute the office in an honorable manner; and
- WHEREAS: A resignation for less than the most compelling reasons or a removal from office for misfeasance, malfeasance, nonfeasance or gross misconduct negatively impacts the cohesive nature of Council and its’ ability to function as intended and deprives that member’s constituents of the service promised under oath; and
- WHEREAS: Council has determined that the recent resignation of a member under a cloud for misconduct calls for a Charter Amendment intended to serve as a response and as a temporary denial of participation in the electoral process commensurate with the damage caused by the resignation/removal.

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

Section 1. Pursuant to Article XVIII, Section 9 of the Ohio Constitution and Article XVIII, Subsection (e) of the Charter of the City of North Royalton, the Council hereby authorizes and directs the submission to the electors of the City of North Royalton, at an election to be held in usual places of voting in said city on November 3, 2020, an amendment to Article III, The Council, by creating a new Subsection (p) entitled Effect of Resignation or Removal from Office which shall upon adoption read as follows:

(p) EFFECT OF RESIGNATION OR REMOVAL FROM OFFICE.

No person, having been elected or appointed to City Council, who resigns or is removed from office is eligible to seek election to any public office in the City of North Royalton until an election cycle of four years has passed.

Section 2. The ballot for said question shall be in substantially the following form:

PROPOSED CHARTER AMENDMENT
A majority affirmative vote is necessary for passage.

SHALL THE CHARTER OF THE CITY OF NORTH ROYALTON, ARTICLE III, THE COUNCIL, BE AMENDED TO DELAY FOR FOUR YEARS THE RIGHT TO RUN FOR OFFICE IN NORTH ROYALTON TO ANY MEMBER OF COUNCIL WHO RESIGNS OR IS REMOVED FROM OFFICE FOR MISFEASANCE, MALFEASANCE, NONFEASANCE OR GROSS MISCONDUCT?

	YES
	NO

Section 3. The foregoing proposed amendment, if approved by a majority of the electors voting thereon at the aforesaid election to be held on November 3, 2020, shall become a part of the Charter of this city and shall be effective as of the date that said amendment or amendments have been certified by the Cuyahoga County Board of Elections as having been approved by a majority of the voters.

Section 4. The Director of Legislative Services in her capacity as Clerk of Council is hereby authorized and directed to deliver immediately to the Board of Elections a certified copy of this Ordinance.

Section 5. The Director of Legislative Services in her capacity as Clerk of Council is hereby authorized and directed, pursuant to laws passed by the General Assembly, to give notice of these proposed amendments by newspaper advertising.

Section 6. There shall be and hereby is appropriated from the General Fund a sufficient sum of money to pay the cost of printing and mailing copies of said proposed Charter amendment to the electors for publishing such election notice, and other costs incidental to carrying out the terms of this Ordinance.

Section 7. 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 8. 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 this Ordinance must be effective immediately in order to permit necessary arrangements to be made in sufficient time for said election.

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: _____
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ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 20-101

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER TO THE ESCROW AGENT A DEED IN ACCORD WITH THE TERMS OF PRIOR ORDINANCE 20-79 TRANSFERRING PPN 483-23-011 TO THE DESIGNEE OF THE SUCCESSFUL BIDDER, TRANSPORT SERVICES LLC, AND DECLARING AN EMERGENCY

WHEREAS: Council did previously adopt Ordinance Number 20-79 accepting the bid of Transport Services LLC for the purchase of PPN 483-23-011; and

WHEREAS: Transport Services has asked that it be allowed to direct that the property be deeded to its designated and wholly owned subsidiary 10583/10655 Royalton Road, LLC.; and

WHEREAS: The title company requires that the Seller, the City of North Royalton, authorize this substitution and Council desires to grant this request.

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 authorizes the Mayor to execute and deliver to the escrow agent a deed in accord with the terms of prior Ordinance 20-79 transferring PPN 483-23-011 to the designee of the successful bidder, Transport Services, LLC, its designated and wholly owned subsidiary 10583/10655 Royalton Road, LLC.

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 satisfy the requirements of the title insurer so as to permit the transfer of the real estate.

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:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE YORK ROAD GABION BASKET IMPROVEMENT 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 York Road Gabion Basket Improvement 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 York Road Gabion Basket Improvement 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:

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 10 STREETS, UTILITIES AND PUBLIC SERVICES CODE, CHAPTER 1045 BILLING, COLLECTION AND CUSTOMER SERVICE, SECTION 1045.08, SANITARY SEWER CHARGES GENERALLY, PARAGRAPH (1)(a), AND DECLARING AN EMERGENCY

- WHEREAS:** The City of North Royalton owns, operates and maintains sewage treatment facilities identified generally as the North Royalton Consolidated Sewer District; and
- WHEREAS:** The Director of Finance is required to conduct an annual audit thereof to assure the collection of sufficient user fees and revenue to operate, maintain and secure the Sewer District facilities and to provide for the retirement of the debt thereon; and
- WHEREAS:** The city contracted for a rate study performed by Raftelis Financial Consultants, Inc., and approved the revised rates on Ordinance 2017-138; and
- WHEREAS:** The city would like to update the internal allocation of the distribution of Wastewater Funds to correctly account for the ongoing project cost in the 2020 budget.

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

Section 1. Part 10 Streets, Utilities and Public Services Code, Chapter 1045 Billing, Collection and Customer Service, Section 1045.08, Sanitary Sewer Charges Generally, Paragraph (1)(a) of the Codified Ordinances of the City of North Royalton is hereby amended to hereinafter read as follows:

1045.08 SANITARY SEWER CHARGES GENERALLY.

- (a) For all premises and users that are connected to the sewers of the North Royalton Consolidated Sanitary Sewer District and that have water meters showing actual water consumption, whether privately owned or connected to the public water supply system, the sanitary sewer charge shall be as follows:
- (1) Beginning with the adoption of this Ordinance during the first billing month in 2018, and the first billing month of every year thereafter through 2022, the sanitary sewer charge from zero to 1,000 cubic feet of water consumed per month (minimum charge of 1 MCF per quarter shall remain in effect until June 30, 2018), as registered by the water meters shall be at the rate as stated below:

Description	1/1/2018 to 6/30/2018	7/1/2018 to 12/31/2018	2019	2020	2021	2022
Fixed Charge per bill	\$ --	\$5.00	\$5.00	\$6.00	\$7.00	\$8.00
rate per MCF consumption	\$84.71	\$79.29	\$82.98	\$85.43	\$87.09	\$88.83

To be allocated as follows:

Wastewater Maintenance	26%	26%	26.00%	24.00% 36.00%	24.00%	25.00%
Wastewater Treatment	59%	59%	64.00%	60.00% 55.00%	56.00%	60.00%
Wastewater Debt Service	4%	4%	6.00%	7.00% 3.00%	8.00%	7.00%
Wastewater Repair and Replacement	11%	11%	4.00%	9.00% 6.00%	12.00%	8.00%
	100%	100%	100%	100%	100%	100%

For more than 1,000 cubic feet of water consumed per month, as registered by the water meters, the sanitary sewer charge shall be at the rate indicated above per 1,000 cubic feet or fraction thereof per month. Senior citizens receiving a water homestead exemption from the City of Cleveland Division of Water shall receive a thirty six percent sanitary sewer discount on all rates provided for in this section. The Finance Director is hereby directed to apportion the revenues received from this sanitary sewer charge into the appropriate Waste Water Department fund, as stated above.

Section 2. Part 10 Streets, Utilities and Public Services Code, Chapter 1045 Billing, Collection and Customer Service, Section 1045.08, Sanitary Sewer Charges Generally, Paragraph (1)(a) of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Chapter 1045 shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the fiscal health and solvency of the Sewer District for the well-being of all the citizens 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: _____
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ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONSERVATION EASEMENT TO THE WEST CREEK CONSERVANCY, AND DECLARING AN EMERGENCY

WHEREAS: Permanent Parcel Nos. 488-08-003 and 488-08-004 have substantial value as a scenic, natural, aesthetic, and educational resource in its present state constituting a natural habitat for plants and wildlife; and

WHEREAS: It is the desire of the City of North Royalton to grant and convey a Conservation Easement on Permanent Parcel No. Parcel Nos. 488-08-003 and 488-08-004 to the West Creek Conservancy for the preservation of this natural resource; and

WHEREAS: Council desires to provide for this conveyance.

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 execute and deliver a Conservation Easement on Permanent Parcel Nos. 488-08-003 and 488-08-004 to the West Creek Conservancy in a form substantially similar to Exhibit A attached hereto, subject to such terms and conditions as approved by the Law Director.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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 grant and convey a Conservation Easement on Permanent Parcel Nos. 488-08-003 and 488-08-004 to the West Creek Conservancy for the protection and preservation of the environment.

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:

GRANT OF CONSERVATION EASEMENT

This Grant of a Conservation Easement is made by the City of North Royalton, whose mailing address is 14600 State Road, North Royalton, Ohio 44133 (“**Grantor**”) to West Creek Conservancy, whose mailing address is P.O. Box 347113, Parma, Ohio 44134 (“**Grantee**”).

Recitals:

A. Grantor is the owner in fee simple of certain real property situated in the City of North Royalton, County of Cuyahoga, State of Ohio, being Permanent Parcel Nos. 488-08-003 and 488-08-004 and depicted on Exhibit A attached hereto (“**Grantor’s Property**”).

B. A substantial portion of Grantor’s Property depicted on Exhibit A attached hereto and legally described on Exhibit B (“**Protected Parcel**”) has substantial value as a scenic, natural, aesthetic, and educational resource in its present state as a natural, scenic, wooded and riparian area, constituting a natural habitat for plants and wildlife (collectively, “**Conservation Values**”).

C. The U.S. Army Corps of Engineers (“**USACE**”) has issued that certain Permit # _____ dated _____ (“**Permit**”), pertaining to a certain development project located in Ohio. The Permit requires compliance with the mitigation requirements described in the Permit for the preservation of the Protected Parcel in perpetuity pursuant to a conservation easement, as a condition of the Permit, which

will require that the Protected Parcel be utilized for “park and natural conservation” purposes only.

C. To achieve the common purpose of conserving the Conservation Values of the Protected Parcel, and prevent the use or development of the Protected Parcel for any purpose or in any manner that would conflict with the maintenance of the Conservation Values of the Protected Parcel, Grantor shall convey to Grantee a conservation easement encumbering the Protected Parcel upon the terms and conditions hereinafter set forth (“**Conservation Easement**”).

D. “Ecological, scientific, educational, and aesthetic value”, “natural, scenic and open condition” and “Conservation Values” as used herein shall, without limiting the generality of the terms, mean a condition that is no less natural than the condition of the Protected Parcel at the time of this Grant, “natural” meaning that native plants and wildlife are permitted to carry out their life cycles without undue human interference.

E. The Conservation Easement shall preserve and protect the Conservation Values of the Protected Parcel in perpetuity so as to prevent or remedy subsequent activities or uses that are inconsistent with the terms of the Conservation Easement; and Grantee by accepting the Conservation Easement intends to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Parcel according to the terms of the Conservation Easement.

F. The purpose of this Conservation Easement is to assure that the Protected Parcel will be retained and forever preserved in its natural, forested and/or aquatic condition, as a habitat for plants and wildlife, a protected water resource and as a buffer zone for the streams, if any, contained within it.

G. Grantor and Grantee intend that this Conservation Easement shall be a “conservation easement” as defined in Section 5301.67 of the Ohio Revised Code; and

H. Grantee is willing to accept this Conservation Easement, subject to the reservations and to the terms and conditions and obligations set out herein and imposed hereby;

NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises, covenants, terms, conditions, and restrictions hereinafter set forth, Grantor does hereby grant, give, and convey unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Protected Parcel, for the purposes of preserving, protecting, and maintaining the Conservation Values of the Protected Parcel as a natural, scenic, open, wooded and/or wetland or riparian area, as habitat for plants, wildlife, and together with the right of access, and of visual access to and view of the Protected Parcel in its natural, scenic and open condition.

THE TERMS, CONDITIONS, AND RESTRICTIONS OF THE CONSERVATION EASEMENT ARE AS HEREINAFTER SET FORTH:

I. Rights and Responsibilities of Grantor

Grantor agrees as follows:

1. Except as otherwise herein provided, the Protected Parcel shall remain in its natural condition and be managed in a manner consistent with its preservation as a natural, scenic, open, wooded and/or wetland or riparian area. Each and every other activity or construction that might endanger the Conservation Values of the Protected Parcel is forbidden unless necessary to the primary use of the parcel. Without limiting the generality of the foregoing, it is Grantor's intent that this Conservation Easement prohibit commercial, industrial, or residential use of the Protected Parcel.
2. There shall be no activities or uses detrimental to water purity on the Protected Parcel and no alteration or manipulation of the natural water courses, streams, gorges, marshes, wetlands, ponds or other water bodies by draining, filling, dredging, diking or otherwise except in accordance with generally accepted conservation procedures designed to enhance wetland and water course attributes and except as may be necessary to (i) prevent or halt soil erosion, soil slippage, and damage from erosion or (ii) maintain, repair or remove existing small dams and ponds.
3. No roads, buildings or other structures of any kind, camping accommodations, or mobile homes, shall be hereafter erected or placed on the Protected Parcel except as herein described. No fences shall be hereafter erected on the Protected Parcel, except that any existing fences may be maintained, repaired, replaced or removed as needed, and except that fences may be installed, upon consent of Grantee, along the Protected Parcel boundary or around special preserved or restricted areas for

ecological and conservation purposes, provided that any fence or fence maintenance does not impede stream and water flow and further provided that such installation or maintenance shall be performed with minimal disturbance to vegetation within the easement. The area needed to install or repair such fences shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.

4. There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, or any placement of underground storage tanks, on or in the Protected Parcel, and no changing of its topography through the placing of soil or other substance or material such as land fill or dredging spoils on the Protected Parcel except in accordance with accepted conservation procedures designed to enhance wetland and/or water course attributes. All trash or nonconforming material that is dumped or placed on the Protected Parcel shall be removed from the Protected Parcel by the person or entity performing the dumping within 30 days of first being found.

5. There shall be no future fillings, excavations, dredging, mining, drilling, removal of soil, clay, sand, gravel, rock, minerals or other inorganic and natural organic materials or other changes in the general topography, of the on surface or subsurface of the Protected Parcel in any manner except as may be required in the course of any activity permitted herein and in accordance with generally accepted conservation procedures excepting what is necessary for the maintenance of foot trails, and that caused by the forces of nature. Without limiting the foregoing, there shall be no future drilling for oil or gas or similar substances, nor shall the Protected Parcel be used as part of any drilling unit for oil and gas production.

6. No future power lines, transmission lines, or communications towers may be erected. No future interests in the Protected Parcel shall be granted for such purposes. It is the intent of this provision to grant to the Grantee such an interest in the Protected Parcel as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. Grantor reserves the right to maintain and repair existing telephone, electric, sewer, stormwater, water, wells, or other utility lines or mains needed to provide for the needs of Grantor, Grantor's successors or assigns. The area needed to repair such facilities shall be the minimum necessary to accomplish the task as agreed upon in writing by Grantor and Grantee. Upon completion, the disturbed area shall be restored at Grantor's expense to its previous state or as near as practical.

7. There shall be no use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface. Nor shall

there be actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation on the Protected Parcel.

8. There shall be no removal or destruction of native growth, nor the cutting of trees, shrubs, or other vegetation on the Protected Parcel except in accordance with accepted conservation procedures designed to enhance natural areas, wetland and/or water course attributes. Nor shall there be any use of fertilizers, spraying with biocides, introduction of nonnative animals, grazing of domestic animals or disturbance or change in the natural habitat on the Protected Parcel except in accordance with applicable laws, good husbandry practices, the Management Plan (hereafter defined) and enhancement of wildlife habitats. Notwithstanding the foregoing, vegetation on the Protected Parcel may be managed as may be necessary for:

- A. the control or prevention of imminent hazard, disease or fire and to restore natural habitat areas to promote native vegetation except for the blocking of streams;
- B. the removal and clearing of diseased, dying, damaged, destroyed or fallen trees, shrubs, or other vegetation which can be cut and left lying in place except for blocking streams provided however that diseased trees and vegetation which are cut may be removed from the site in order to prevent the spread of the disease;
- C. the elimination and removal of grapevines, poison ivy, invasive species and other toxic and undesirable growth which can be cut and left lying in place except for blocking streams;
- D. environmental study or evaluation and/or wildlife habitat enhancement;
and
- E. the maintenance of any utilities or facilities that exist as of the date of the recording of this Conservation Easement.

9. There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Protected Parcel except for police cars, emergency vehicles, and equipment necessary to accomplish the installation, maintenance or repair activities allowed herein.

10. There shall be no hunting or trapping on the Protected Parcel, except to the extent specifically approved of in advance by Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area.

11. No signs or advertising of any kind or nature shall be located on the Protected Parcel except for:

- A. Signs stating the name and address of the Protected Parcel or marking the entrances, directions and boundaries of the Protected Parcel. Grantee shall have the right to post or clearly mark the boundaries of the Protected Parcel in compliance with Grantee's policies and post signs which indicate that it is burdened by a conservation easement in favor of Grantee.
- B. Grantee shall have the right to post signage recognizing funding sources and grants that were used in the acquisition, enhancement, and/or protection of the Protected Parcel or easement as well as signs, memorials, monuments and other similar signs to promote the Protected Parcel and educational or environmental activities thereon.
- C. Grantee may erect signs on the Protected Parcel to warn the visitors of hazards (if any), and to notify visitors of prohibited activities.

12. Grantor expressly reserves for itself, its successors, and assigns, the right to use the Protected Parcel for all purposes consistent with this Conservation Easement.

13. Grantor agrees to manage the Protected Parcel for public park and natural area conservation purposes consistent with this Conservation Easement Agreement and allow public access to the Protected Parcel during hours of operation typical of area parks. Grantee shall have the right to conduct tours, interpretive programs, and educational activities on the Protected Parcel and to erect, maintain and/or replace the elevated walkway.

14. Grantor and/or Grantee, and their respective successors, and assigns, shall each have the right to construct or maintain unpaved foot trails on the Protected Parcel. These are to be installed with minimal impact to the environment and streams and require prior approval of USACE. The trails, including their design, location, and operation, will be in compliance with the conservation easement and additionally approved by Grantee.

15. Grantor and Grantee shall have the right to construct and maintain interpretive displays and signage. These are to be installed with minimal impact to the environment and streams and will be in compliance with a Management Plan approved by Grantee.

16. Grantor and Grantee, shall have the right to construct stream and wetland enhancement and/or restoration projects that prevent soil erosion, result in improved stream water quality, and enhance wildlife habitat. Such projects must be in compliance with the conservation easement, approved in advance by Grantee and USACE to determine if additional permit authorization is necessary. Grantor shall grant, give, and convey the right to Grantee to install scientific equipment necessary to monitor, study, test, record and produce data or other information relating to environmental conditions, wildlife habitat, and water quality.

17. Grantor shall adopt a management plan for the care and maintenance of the Protected Parcel in accordance with the terms and conditions of this conservation easement (“**Management Plan**”). The Management Plan, and any future updates to said Management Plan, will be subject to the review and approval of Grantee.

18. The Protected Parcel shall not be platted or subdivided or otherwise divided, conveyed, or transferred in more than one single parcel.

II. Perpetual Restrictions

The restrictions set forth in this Conservation Easement shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by Grantee.

III. Present Conveyance of Real Property Interest

This Conservation Easement constitutes a real property interest immediately vested in the Grantee.

IV. Future Conveyances by Grantor

Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will be incorporated by reference in any subsequent deed, or other legal instrument, by which Grantor divests itself of either the fee simple title to, or of its possessory interest in, the Protected Parcel.

V. Amendments of This Grant

This Grant may be amended or terminated only with the written consent of Grantee and USACE and Grantee's compliance with the 60-day advance notice requirement of Mitigation Rule Section 332.7(a)(3).

VI. Remediation

In the event a violation of these terms, conditions, or restrictions is found to exist, Grantee may, after notice to Grantor, institute an action to enjoin by *ex parte*, temporary, and/or permanent injunction such violation, to require the restoration of the Protected Parcel to its prior conditions, and/or for damages for breach of covenant. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Protected Parcel due to causes beyond the Grantor's control, such as changes caused by natural fire, floods, storm, or unauthorized wrongful acts of third persons.

VII. Releases of Certain Substances

If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Parcel of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, flora or fauna in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required. Save and except for any such experience due to a spill or discharge from the existing gas and oil well on the property.

VIII. Right of Inspection and Access

Grantee, or its duly authorized representative, may enter the Protected Parcel at any time on any day for inspection and/or annual monitoring purposes. Grantor shall allow access across any of Grantor's adjacent properties if access from a public street to the Protected Parcel is for any reason unavailable.

IX. Grantee's Rights and Remedies

In order to accomplish the purposes of this Conservation Easement, the following rights and remedies are conveyed to Grantee, so that Grantee may: (1) preserve and protect the Conservation Values of the Protected Parcel, (2) prevent any activity on or use of the Protected Parcel which is inconsistent with the purposes of this Conservation Easement, and (3) require the restoration of any areas of the Protected Parcel that may be damaged by any unauthorized activity or use.

To accomplish the purposes of this Conservation Easement, Grantee, its employees, representatives, and agents, shall be entitled to enter in, upon, and over the entire Protected Parcel at any reasonable time and from time to time, (a) for conservation, educational and interpretive activities, (b) to monitor Grantor's compliance with and otherwise to enforce, the terms, conditions, and restrictions of this Conservation Easement, (c) to prevent any activity or use that is inconsistent with the purposes of this Conservation Easement, (d) to require or effect restoration of such areas or features of the Protected Parcel that may be or have been damaged, and (e) to oversee Grantor's habitat and other management activities (collectively, "**Conservation Activities**"). In order to preserve, protect and enhance the Conservation Values of the Protected Parcel, Grantee shall have the right to manage the Protected Parcel by performing any of the following including, but not limited to:

- i. planting trees, shrubs, and perennial and/or annual plants;
- ii. removing nuisance and/or non-native flora and fauna by any lawful means;
- iii. placing nesting structures for waterfowl and other birds;
- iv. trimming, cutting, and/or removing plants to improve habitat potential for fish, plants, and wildlife;
- v. restoring wetlands, "prairie lands" and other endangered habitats that have been previously disturbed, which restoration may require, without limitation, manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies;
- vi. performing any and all maintenance or repair activities;
- vii. conducting biological or water quality surveys and installing scientific instrumentation ancillary thereto; and

Notwithstanding anything to the contrary hereinbefore set forth, all of the Conservation Activities and any management activities permitted herein shall be conducted in accordance with the requirements of this Conservation Easement and sound preservation/conservation practices without violating applicable governmental laws, rules and regulations. Each party shall use reasonable efforts to keep the other apprised of all significant activities to be conducted on the Protected Parcel.

A. Notice of Violation Corrective Action: If Grantee, determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee, shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Conservation Values of the Protected Parcel resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Parcel so injured to its prior condition in accordance with a plan approved in writing by Grantee.

B. Injunctive Relief: If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Protected Parcel in the condition that existed prior to any such injury.

C. Damages: Grantee shall be entitled to recover damages for willful violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages (as awarded by the Court) for the loss of any scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Parcel.

D. Emergency Enforcement: If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Parcel, Grantee may pursue its remedies under this section without prior notice to Grantor and without waiting for the period provided for cure to expire.

E. Scope of Relief: Grantor agrees that the remedies at law for Grantee for any violation of the terms of this Conservation Easement are inadequate and that the Grantee may be entitled to the injunctive relief described in this section, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies of Grantee described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. Forbearance: Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any of its terms shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same. No delay or omission by Grantee in the exercise of any right or remedy shall be construed as a waiver.

F. Third Parties. Nothing in this section will prevent Grantor or Grantee from proceeding immediately against third parties who cause violations of this Conservation Easement.

G. Force Majeure. It is specifically acknowledged that the remedies in this section will not apply to violations caused by third parties, war, Acts of God, force majeure or other causes beyond the control of Grantor.

X. Amendments of This Grant

This Grant may be amended only with the written consent of the Grantee and USACE.

XI. Eminent Domain

If all or part of the Protected Parcel is taken in the exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restriction imposed by this conservation easement, Grantor and Grantee shall join in appropriate actions to recover the full value of the Protected Parcel (or portion thereof) taken and all incidental or direct damages that result from such taking. The proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Protected Parcel, such proportion to be established by using the relationship at the time of this Grant, of the fair market value of the Protected Parcel encumbered by this Conservation Easement as compared to the fair market value of the Protected Parcel as unencumbered by this Conservation Easement.

XII. Transfer by Grantee

Grantee shall have the right to transfer this perpetual Conservation Easement to any organization which is eligible to hold a Conservation Easement under the laws of the State of Ohio that agrees to the terms, conditions, restrictions, and purposes of this Conservation Easement, provided that such transfer shall be subject to the prior

written consent of Grantee, whose consent will not be unreasonably withheld or delayed. Grantee shall provide Grantor and USACE 30 days advance notice of such transfer.

XIII. Surveys

If any future concerns about the Protected Parcel boundaries arise and cannot be resolved between Grantor and Grantee, Grantee will survey, or cause to be surveyed, the Protected Parcel. The survey used will meet the requirements set forth in Chapter 4733-37 of the Ohio Administrative Code, as hereafter amended. The Protected Parcel survey will be paid for in full by the Grantee.,

XIV. Recording and Deed Reference

This Conservation Easement will be filed and recorded with the Cuyahoga County Recorders' Office by Grantee. Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will either be referred to or inserted in any subsequent deed, or other transfer instrument, by which the Grantor transfers title or possessory interest in the Protected Parcel. Furthermore, Grantor agrees that if a new plat plan is being done for the Protected Parcel, the Conservation Easement will be referred to on the registered plat plan.

XV. Grantor's Continuing Obligation

Grantor's continuing obligations hereunder shall cease upon transfer of Grantor's interest in the Protected Parcel

XVI. Miscellaneous

A. Ohio Law to Govern. The laws of the State of Ohio shall govern this Conservation Easement agreement. If any provision herein is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby. This instrument sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, undertakings or agreements relating to the grant of this Conservation Easement.

B. Nature of Easement. Without limiting any other provision of this Conservation Easement, Grantor and Grantee agree and intend that the Conservation Easement granted and accepted hereby constitute a "conservation easement" as that term is used in Section 5301.67 through 5301.70 of the Ohio Revised Code and that

the Conservation Easement granted hereby shall be entitled to all the benefits of such sections.

C. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

The notice addresses of the parties are as follows:

Grantor: City of North Royalton
14600 State Road
North Royalton, Ohio 44133

Grantee: West Creek Conservancy
P.O. Box 347113
Parma, Ohio 44134

USACE: USACE
1776 Niagara Street
Buffalo, New York 14207

TO HAVE AND HOLD unto Grantee, its successors and assigns forever. The covenants agreed to and the terms, obligations, conditions, restrictions, and purposes imposed as aforesaid, shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective grantees, successors and assigns, and all other successors in interest, and shall continue as a servitude running in perpetuity with the Protected Parcel.

IN WITNESS WHEREOF, Grantor sets his hand this ____ day of _____, 2020.

Approved as to Form

Grantor: City of North Royalton

Thomas A. Kelly, Law Director

By: _____
Larry Antoskiewicz, Mayor

STATE OF OHIO)

) ss:

COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Mayor Larry Antoskiewicz of the City of North Royalton, on behalf of such municipality.

Notary Public

ACCEPTANCE

The undersigned does hereby consent to and accept the foregoing Conservation Easement and all the obligations imposed thereby.

IN WITNESS WHEREOF, West Creek Conservancy, has executed and delivered this ACCEPTANCE this _____ day of _____, 2020.

Grantee: West Creek Conservancy

By: _____
Derek Schafer, Executive Director

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Derek Schafer, the Executive Director of West Creek Conservancy, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

LEGAL DESCRIPTION OF PROTECTED PARCELS

**PERPETUAL CONSERVATION EASEMENT
WITHIN CITY OF NORTH ROYALTON'S LAND
PP #488-08-004/003
11409 STATE ROAD
4951 WALLINGS ROAD (REAR)
CITY OF NORTH ROYALTON
COUNTY OF CUYAHOGA, OHIO**

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being a part of Original Royalton Township, Section #19 and being a **8.5158 acres (370,948 sq.ft.) Perpetual Conservation Easement** of which **1.1930 acres (51,968 sq.ft.)** is located within a 9.7355 acres (Plat) Parcel-B as shown on the "Plat of Survey, Consolidation & Partition" as recorded on July 19, 2000 in Volume 307, Page 12 and **7.3228 acres (318,980 sq.ft.)** is located within a 12.3197 acres (Plat) Parcel-E as shown on the "Lot Split Plat for City of North Royalton" as recorded on May 11, 2011 in Volume 365, Page 88, respectively, all of Cuyahoga County Map Records and as conveyed to City of North Royalton by deed dated July 02, 2010 as recorded in AFN 201007020105 (PP #488-08-004) and prior to Plat recording by deed dated April 19, 2011 as recorded in Document #201104190341 (PP #488-08-003), all of Cuyahoga County Deed Records and further bounded and described as follows;

Beginning at a 5/8" iron pin found (capped "Bohning") at the Southeasterly corner of said Parcel-B, City of North Royalton's land (PP #488-08-004) and the Place of Beginning of the Premises herein intended to be described;

- COURSE I** Thence **North 89°45'29" West**, along the Southerly sideline of said Parcel-B, City of North Royalton's land (PP #488-08-004), a distance of **382.83 feet** to a point;
- COURSE II** Thence **North 54°37'23" East**, a distance of **97.87 feet** to a point;
- COURSE III** Thence **North 27°55'17" East**, a distance of **79.19 feet** to a point;

- COURSE IV** Thence **North 42°21'29" East**, a distance of **134.28 feet** to a point;
- COURSE V** Thence **South 63°46'16" East**, a distance of **164.12 feet** to a point on the Easterly line said Parcel-B, City of North Royalton's land (PP #488-08-004), said line being the Westerly line of said Parcel-E, City of North Royalton's land (PP #488-08-003), said point being **North 10°20'07" West**, distant **157.49 feet** from said Southeasterly corner of Parcel-B, City of North Royalton's land (PP #488-08-004);
- COURSE VI** Thence **North 10°20'07" West**, along said common line between Parcel-B & Parcel-E, City of North Royalton's land (PP #488-08-004/003, respectively), a distance of **341.41 feet** to a point, said point being **South 10°20'07" East**, distant **9.75 feet** from the Northeasterly corner of said Parcel-B, City of North Royalton's land (PP #488-08-004);
- COURSE VII** Thence **South 88°17'13" East**, a distance of **61.73 feet** to a point;
- COURSE VIII** Thence **North 88°17'26" East**, a distance of **139.04 feet** to a point;
- COURSE IX** Thence **North 79°50'12" East**, a distance of **54.20 feet** to a point;
- COURSE X** Thence **South 57°33'12" East**, a distance of **62.61 feet** to a point;
- COURSE XI** Thence **North 43°13'14" East**, a distance of **61.88 feet** to a point;
- COURSE XII** Thence **North 79°36'47" East**, a distance of **37.62 feet** to a point;
- COURSE XIII** Thence **North 00°49'12" East**, a distance of **78.62 feet** to a point;
- COURSE XIV** Thence **South 88°52'41" East**, a distance of **84.46 feet** to a point;
- COURSE XV** Thence **South 01°07'19" West**, a distance of **169.65 feet** to a point;
- COURSE XVI** Thence **North 72°01'36" East**, a distance of **228.14 feet** to a point on the Easterly line of said Parcel-E, City of North Royalton's land (PP #488-08-003), said point being **South 00°15'27" West**, distant **318.79 feet** from the Northeasterly corner thereof (5/8" iron pin found – on-line/0.31'S);
- COURSE XVII** Thence **South 00°15'27" West**, along said Easterly line of Parcel-E, City of North Royalton's land (PP #488-08-003), a distance of **501.21 feet** to the Southeasterly corner thereof (5/8" iron pin found – 0.20'N/0.37'W);

COURSE XVIII Thence **North 89°45'29" West**, along the Southerly line of said Parcel-E, City of North Royalton's land (PP #488-08-003), a distance of **593.75 feet** to the Place of Beginning and containing **8.5158 acres (370,948 sq.ft.)** of land of which **1.1930 acres (51,968 sq.ft.)** is located within said Parcel-B (PP #488-08-004) and **7.3228 acres (318,980 sq.ft.)** is located within Parcel-E (PP #488-08-03), as surveyed, calculated and described from Cuyahoga County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd., in October, 2018, be the same, more or less;

Basis of Bearing for this legal description is **North 89°45'29" West** as the Southerly line of said Parcels-B & E, City of North Royalton's land (PP #488-08-004/003) as evidenced by property pins found and is the same as shown on the "Lot Split Plat for City of North Royalton" as recorded on May 11, 2011 in Volume 365, Page 88 of Cuyahoga County Map Records;

File #18344 North Royalton-Conservation Easement
State Rd-Wallings Rd – PP#488-08-004/003
October 02, 2018 (jaw)



[Handwritten Signature] 10.2.2018

ORDINANCE NO. 20-105

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE DONATION AGREEMENT WITH THE WEST CREEK CONSERVANCY FOR CERTAIN REAL ESTATE DEFINED AS PPN 483-05-002, AND DECLARING AN EMERGENCY

WHEREAS: West Creek Conservancy owns PPN 483-05-002; and

WHEREAS: The City of North Royalton and the West Creek Conservancy have reached an agreement for the donation of this parcel to the City of North Royalton; and

WHEREAS: Council desires to accept this donation and 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 Real Estate Donation Agreement with the West Creek Conservancy for certain real estate defined as PPN 483-05-002 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:

Real Estate Donation Agreement

This Real Estate Donation Agreement (“**Agreement**”) is made by and between:

West Creek Conservancy
P.O. Box 347113
Parma, Ohio 44134
(“**Donor**”)

and

City of North Royalton
14600 State Road
North Royalton, Ohio 44133
(“**Donee**”)

Donor and Donee are sometimes referred to individually as “**Party**” or together as “**Parties**”.

RECITALS:

A. Donor is the owner in fee simple of certain real property situated in the City of North Royalton, County of Cuyahoga, State of Ohio, designated as of Permanent Parcel No. 483-05-002, and depicted on Exhibit A attached hereto (“**Property**”).

B. Donor intends to donate the Property to Donee.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, Donor and Donee agree as follows:

1. Donation of Property.

- A. **Property.** Donor shall donate to Donee and Donee may accept from Donor, the Property on the terms and conditions herein set forth.
- B. **As Is.** Donee acknowledges that the Property is being donated in its present “As Is” condition, subject to any encumbrances, conditions or matters of record approved by Donee in accordance with Paragraph 3 below, and that no warranties, representations or statements concerning the condition or value of the Property have been relied upon by Donee.

2. Escrow Agent.

“**Escrow Agent**” shall be the Chicago Title Company (designated on the signature page of this Agreement). This Agreement shall serve as escrow instructions and shall be subject to the usual conditions of acceptance of Escrow Agent insofar as the same are not inconsistent with any of the terms hereof.

3. Donee’s Due Diligence.

A. Title Commitment.

- i. Donee shall have the right to order and obtain, at Donee's expense, a current title commitment (“**Title Commitment**”) and special tax search issued by the Title Company setting forth the state of the title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if

any, affecting the Property which would appear in an Owner's Policy of Title Insurance (“**Title Policy**”), if issued by the Title Company for the Property.

- ii. Donee shall have a period of 90 days after receipt of the Title Commitment to advise Donor as to any matters shown on the Title Commitment that are objectionable to Donee (“**Title Objection Notice**”). Should Donee provide a Title Objection Notice, Donor shall have the right, but not the obligation, to cure, commit to cure or remove all such objections within 30 days following receipt of a Title Objection Notice. If Donor does not commit to cure or cause all of the objections to be removed or cured to Donee’s satisfaction within the above-described 30-day period or if Donor elects not to cure the objections or commit to cure the objections, Donee shall have the right, to either (a) terminate this Agreement by delivering written notice to Donor within 5 days after the earlier of (1) notice from Donor to Donee that Donor will not remove or cure the objections or commit to cure the objections or (2) the expiration of the above-described 30-day period; or (b) elect to accept the Property subject to the objectionable matter. Donee’s failure to deliver the foregoing notice of termination shall be deemed Donee’s waiver of such objections and a waiver of such right to terminate pursuant to this Section. Notwithstanding any other provision of this Agreement to the contrary, Donor shall have the unconditional obligation, at no cost to Donee (a) to remove or cure any title matter which is a lien for the payment of money only (exclusive of taxes and assessments, both general and special, not yet due and payable which shall be subject to separate proration); (b) any encumbrance that can be removed by the payment of a definite sum of money; and (c) any title matter which arose after the Effective Date as a result of the acts of Donor; Escrow Agent is hereby authorized to make such payment on Donor’s behalf at Closing. Notwithstanding any other provision herein to the contrary, this entire agreement is contingent upon legislative acceptance by the City of North Royalton.

B. **Inspections.** Donee or Donee's agents shall have the right and permission, at Donee's expense, to enter upon the Property, or any part thereof, after the Effective Date, at all reasonable times and from time to time prior to termination of this Agreement for the purpose of making all inspections, tests, surveys and studies (collectively, “**Inspections**”) required to determine the suitability of the Property for Donee's purposes as Donee shall solely determine (which shall include without limitation, physical inspections, environmental assessments, soil tests, etc.). Donor shall cooperate with Donee and/or Donee’s agents in providing information and access to the Property necessary to complete the Inspections.

C. Donee shall exercise reasonable care to avoid any and all liabilities, suits, claims, losses, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, costs and damages sustained by or asserted against Donor or Property, including, but not limited to, physical damage, physical injury to Donee's employees, agents or contractors and any mechanics, and materialmen liens, caused as a result or arising out of or in connection with any Inspections conducted by Donee or Donee's agents after the Effective Date.

4. **Donation Arrangements.**

- A. **Closing Obligations.** Donor's donation of the Property shall be effected at the office of the Escrow Agent, not later than 10 days after date of Donee's notice to Donor of Donee's acceptance of the title and condition of the Property ("**Donation Date**" or "**Closing**") or on such other Donation Date as may be mutually agreed by the Parties subject to legislative approval by the City of North Royalton.
- i. On or before the Donation Date, Donor shall execute, acknowledge and deliver such affidavits, resolutions and other documents which the Title Company shall reasonably require in order to issue the Title Policy and to omit from the Title Policy all exceptions for judgments, mechanics liens and similar matters.
 - ii. On or before the Donation Date, Donor shall deliver to Escrow Agent a Limited Warranty Deed ("**Deed**"), duly executed and in proper form for recording as approved by Donee's counsel conveying to Donee fee simple, marketable and insurable title to the Property, free and clear of all liens and encumbrances not acceptable to Donee.
 - iii. At Closing, Title Company will issue to Donee the Title Policy in such amount as Donee may reasonably stipulate to be issued in accordance with the form of Title Commitment approved by Donee without any intervening liens, encumbrances or exceptions.
- B. **Proration of Real Estate Taxes.** Real estate taxes shall be prorated to the date of closing based upon the actual taxes levied against the Property. Special assessments that have become a legal lien but remain unpaid as of the date of Closing shall be prorated in escrow.
- C. **Escrow Agent's Closing Obligations.** At the Donation Date, after causing the filing of the Deed, Escrow Agent shall close this transaction as follows:
- i. Charge Donee with and pay to the payee entitled thereto:
 - a. 100% of the cost of title examination, special tax search, Title Commitment and Title Policy;
 - b. 100% of Escrow Agent's fee; and
 - c. the cost of recording Deed.
 - iii Immediately following the Donation Date, Escrow Agent shall deliver the funds and documents as follows:
 - a. to Donor (or Donor's attorney, if Donor is represented by legal counsel), the funds and documents due Donor together with duplicate copies of the escrow statement, and
 - b. to Donee (c/o Law Director), the funds and documents due Donee together with duplicate copies of the escrow statement.

5. **General Provisions**

A. **Notices.**

All notices, elections, consents, demands and communications shall be in writing and shall be (1) personally delivered personally; (2) sent by overnight mail (FedEx or another commercially recognized overnight carrier that provides receipts for all deliveries); or (3) sent and delivered by facsimile or e-mail, followed by a hard copy sent by overnight carrier (unless such secondary delivery requirement is waived in writing in each instance by the noticed party); and each notice shall be effective upon receipt at the appropriate respective addresses set forth herein. Copies of notices shall be sent to the Attorneys for the respective Parties, if identified on the signature page. Either Party may, by written notice to the other, change the address to which notices are to be sent.

- B. **Entire Agreement.** This Agreement, together with the attached Exhibits, contains all of the terms and conditions of the Agreement between the Parties, and any and all prior and contemporaneous oral and written Agreements are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.

- C. **Counterparts.** This Agreement may be executed in multiple counterparts and shall be effective when such counterparts are executed by and delivered to all signatory Parties. Such counterparts shall be taken to be one and the same original document with the same effect as if all Parties hereto had signed the same document. Any executed signature page of this Agreement (together with any separate acknowledgment page) may be detached from any counterpart and attached to another counterpart containing the signature pages (and any acknowledgment pages) with the signatures (and acknowledgments) of all other signatory Parties to this Agreement.

- D. **Electronic Execution.** For purposes of executing this Agreement and any other document to be executed in connection herewith (other than documents to be recorded), a document signed and transmitted by facsimile machine or other electronic transmission shall be treated as an original document. The signature of any party thereon shall be considered an original signature and the document transmitted shall be considered to have the binding legal effect as if it were originally signed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Donor, Donee and Escrow Agent/Title Company have hereunto set their hands at the place and date set forth beneath their signatures, the later of such dates being referred to herein as the “**Effective Date**”.

Donor: West Creek Conservancy

Donee: City of North Royalton

By: _____
Derek Schafer, Executive Director

By: _____
Hon. Larry Antoskiewicz

(date)

Mayor _____
North Royalton, Ohio

(place)

(date)

Donor’s attorney:

Approved As To Form:

Ziegler Metzger LLP
Christopher E. Soukup
1111 Superior Avenue, Suite 1000
Cleveland Ohio 44114
t: 216.781.5470
f: 216.781.0714
csoukup@zieglermetzger.com

Thomas A. Kelly
Law Director
14600 State Road
North Royalton, Ohio 44133

Escrow Agent/Title Company:

Innovative Title and Escrow Services

By: _____

(place)

(date)

1440 Rockside Road, Suite 310
Parma, Ohio 44134
t: 216.635.0870
f: 216.635.0874
innovativetitle@aol.com

MAP

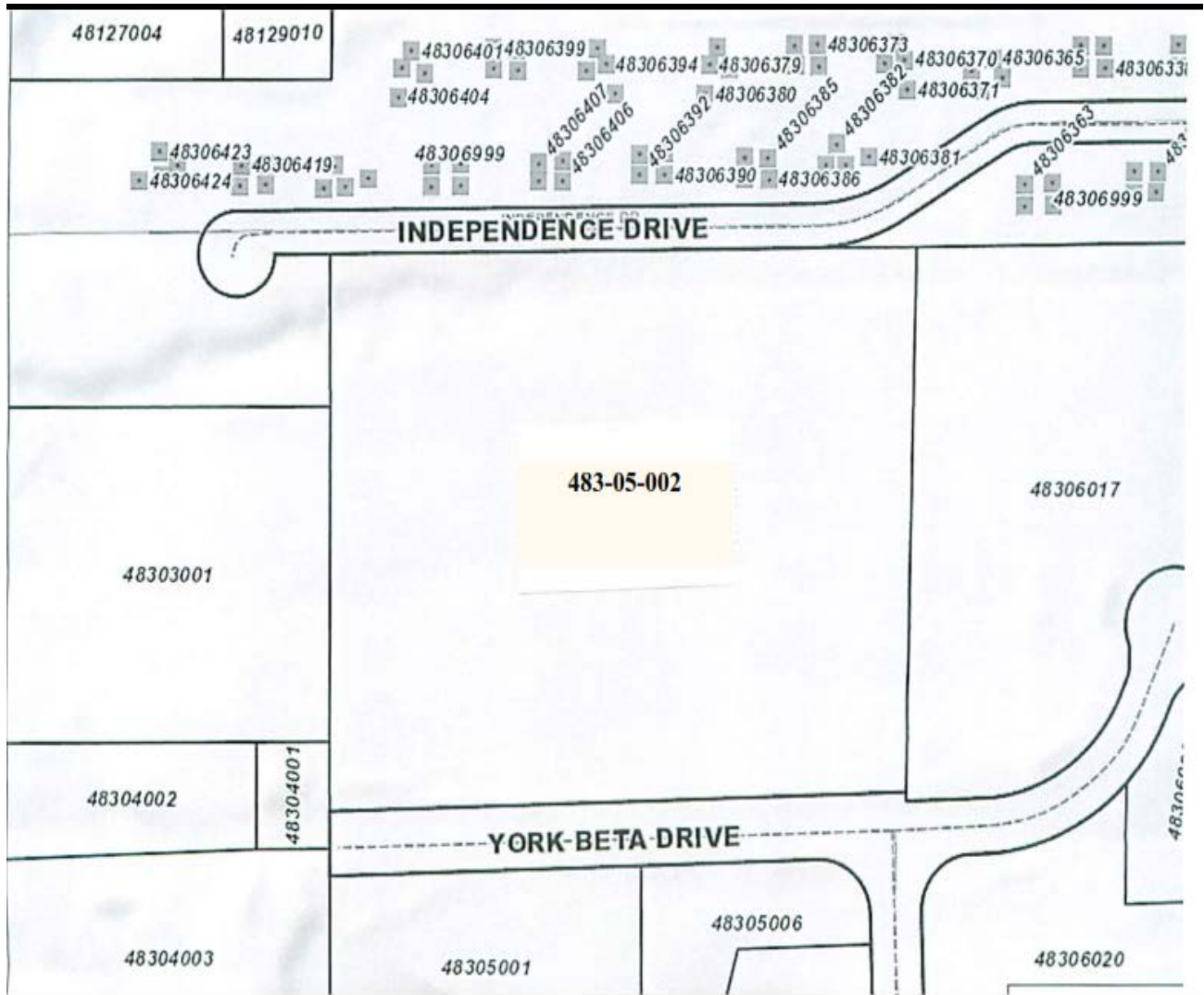


EXHIBIT A

ORDINANCE NO. 20-106

INTRODUCED BY: Wos, Dietrich

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2020 GMC SIERRA 1500 FOR THE NORTH ROYALTON POLICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$28,574.00, REPEALING ORDINANCE 20-61 AND DECLARING AN EMERGENCY

WHEREAS: Council has authorized the purchase of one (1) motor vehicle for the North Royalton Police Department; and

WHEREAS: Council adopted Ordinance 20-61 which authorized the purchase of one (1) 2020 Dodge Durango SXT AWD for the North Royalton Police Department. Due to the coronavirus pandemic, production of this vehicle stopped and is no longer attainable until late 2021; and

WHEREAS: The city is purchasing this vehicle through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said purchase.

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 expenditure of an amount not to exceed \$28574.00 (cost of vehicle, options, delivery, and warranty) for the purchase of one (1) 2020 GMC Sierra 1500, 6400 lb., 4WD Crew Cab Short Bed for the North Royalton Police Department pursuant to Contract No. RS901720, through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Bob Ross Buick GMC, Inc. 85 Loop Road Centerville, Ohio 45459 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. Ordinance 20-61 is hereby repealed in its entirety.

Section 3. The Chief of Police is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

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 provide for the purchase of this vehicle for the North Royalton Police Department for the proper and immediate performance of departmental duties.

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:



Government Sales Department
85 Loop Road - Centerville, OH 45459
Phone (866) 674-6730 Fax (513) 732-2868
Email: fleet@bobrossauto.com

SALES QUOTATION



Date: Phone: 216-7011315
To: Jeff Skoczen Fax:
City of North Royalton
14000 Bennett Road Email: jeff.skoczen@ohiohidta.org
N. Royalton, OH 44133

We are pleased to provide you a quote for the following vehicle per the State of Ohio Contract #RS901720 Index #GDC093
Item 19AT Sierra 1500 Pickup 6,400lb 4WD Crew Cab Short Bed

Qty.	Order No.	Description	Each	Total
1	TK10543	2020 GMC Sierra 1500 6,400lb 4WD Crew Cab Short Bed	\$28,574.00	\$28,574.00
0	DEL	Delivery Charge Per Mile, Per Round Trip Map Mileage	\$0.34	\$0.00
0	KEYS	Additional Key with FOB Enabling Electronic Keyless Entry	\$126.00	\$0.00
0	SBE	Seat Belt Extender (1 unit Please Specify on PO)	\$0.00	\$0.00
0	CLOTH	Cloth Seat Covering (Please Specify on PO)	\$0.00	\$0.00
0	TOW	Tow Hitch / 7-Pin Plug / Brake Controller	\$274.00	\$0.00
0	TOW	7-Pin Trailer Receptable Wiring	\$0.00	\$0.00
-	DPN	Trailer Towing Mirrors	\$230.00	\$0.00
Primary Contract Total				\$28,574.00
<u>Unspecified Options</u>				
0	L82	Engine 5.3L Ecotec3 V8 with Active Fuel Management	\$1,380.00	\$0.00
Secondary Contract Total				\$0.00
Grand Total				\$28,574.00

Please indicate below selected color choice of vehicle

☒ Summit White ☐ Onyx Black ☐ Cardinal Red (No Additional Charge)X

To place your order please fax quotation and copy of primary and secondary purchase orders to our government sales office at 1-513-732-2868.
Within 3-5 business days you should receive an order conformation from our office to confirm your order. If not, contact our sales office at 866-674-6730.

Thank you,
Bob Ross Buick, Inc.
Government Sales

Please acknowledge your acceptance of the above quotation by signing this document.

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

CONTRACTOR INDEX

CONTRACTOR AND TERMS:



203631
Sherry Chrysler
8645 N. Co. RD 25-A
Piqua, OH 45356

*CONTRACTOR'S CONTACT: Brittney Hirby

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS901720-1

DELIVERY: See Price Schedule

TERMS: Net 30 Days

Toll Free: (800) 678-4188
Telephone: (937) 778-0830 ext. 1130
FAX: (937) 778-1490
E-mail: brittney.hirby@sherrychrysler.com

E-mail: brittney.hirby@sherrychrysler.com



Minority Business Enterprise

49874
Middletown Ford
1750 North Verity Parkway
Middletown, OH 45014

CONTRACTOR'S CONTACT:

Ashley Hillis
Darco Murphy

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS901720-2

DELIVERY: See Price Schedule

TERMS: Net 30 Days

Telephone: (513) 420-8700
FAX: (513) 420-8716
E-mail: Fleet.Sales@middletownford.com

E-mail: Fleet.Sales@middletownford.com



Minority Business Enterprise

82177
Bob Ross Buick GMC, Inc.
85 Loop Road
Centerville, OH 45459

CONTRACTOR'S CONTACT: Vauni Warren Blaut

Preferred Method of receiving Purchase Orders:

*Indicates an update to Contractor Index.

CONTRACT NO.: RS901720-3

DELIVERY: See Price Schedule

TERMS: Net 30 Days

Toll Free: (866) 674-6730
Telephone: (866) 674-6730
FAX: (513) 732-2868
E-mail: fleet@bobrossauto.com

E-mail: fleet@bobrossauto.com

SPECIFICATIONS

Pickup – 6,400 lb. – 4WD – Crew Cab – Short Bed--MBE
 Item Number 19AT

Line No.	Standard Specification Items	Minimum Requirements	Exceptions
Powertrain			
1.	Engine Type (Liter / Cylinder)	3.6L, V6	
2.	Horsepower (Net HP)	280	
3.	Transmission	Automatic	
4.	Locking Differential	Required	
5.	Alternator (amps)	Manufacturer Standard	
6.	Battery (CCA)	Manufacturer Standard	
7.	Cooling System	Heaviest Duty Available	
8.	Alternative Fuel (Type)	Specify	
9.	Drivetrain	4WD	
Exterior			
10.	Body Side Moldings	Manufacturer Standard	
11.	Rear Door Type	Locking Tailgate	
12.	Bed Length (ft.)	5.5 – 6.5 Bidder to Specify:	
13.	Rear Step Bumper	Manufacturer Standard	
14.	Full Size Doors	4	
15.	Tires	All Season	
16.	Spare Tire	Full	
Safety			
17.	Restraint System (Driver & Passenger)	Required	
18.	Supplement Restraint System (Driver & Passenger)	Required	
19.	Power Antilock Brakes (Front and Rear)	Required	
20.	Rear Camera	Required	
21.	Factory Installed Running Boards	Required	
Seating			
22.	Seating Capacity	6	
23.	Front Seat Type	Split Bench	
24.	Seat Covering	Vinyl	
25.	Floor Covering	Vinyl	
Dimensions			
26.	Wheelbase (in.)	140	
27.	Fuel Capacity (Gal.)	23	
28.	Headroom (Front/Rear) (in.)	41/39	
29.	Leg Room (Front/Rear) (in.)	41/38	
30.	Hip Room (Front/Rear) (in.)	60/63	
31.	Shoulder Room (Front/Rear) (in.)	65/65	
32.	Cargo Volume (cu. ft.)	50	
33.	Payload (lbs.)	1,630	

SPECIFICATIONS (CONT'D)

Pickup – 6,400 lb. – 4WD – Crew Cab – Short Bed--MBE

Item Number 19AT

Line No.	Standard Specification Items	Minimum Requirements	Exceptions
Dimensions Cont'd			
34.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,400	
Accessories			
35.	Air Conditioning	Required	
36.	Tilt Wheel & Cruise Control	Required	
37.	Power Windows & Door Locks	Required	
38.	Keyed Door Locks	Required	
39.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required	
40.	Intermittent Windshield Wipers	Required	
41.	Radio	Standard AM/FM (less SAT)	
42.	Exterior Rear View Mirror	Dual	
43.	Cargo Dome Light	Automatic	
Warranty			
44.	Rust Proofing	Min. Factory Warranty	
45.	Manufacturer Standard	Min. 3 yr./36,000 Mile	
Optional Equipment Items			
46.	Parts Manual(s)		
47.	Service Manual(s)		
48.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry		
49.	Seat Belt Extender		
50.	Cloth Seat Covering		
51.	Bed Liner (Bidder to Specify Type: _____)		
52.	Tow Hitch / 7-Pin Receptacle / Brake Controller		
53.	7-Pin Trailer Receptacle Wiring (See Supplement A, page 133)		
54.	All Terrain Tires		
55.	Trailer Tow Mirrors		
56.	Backup Alarm		

PRICE SCHEDULEITEM #19AT PICKUP – 6,400 LB. – 4WD – CREW CAB – SHORT BED--MBE

DELIVERY:	INDICATE CITY/STATE OF MANUFACTURER:		
60-180 DAYS A.R.O. (SEE IV.A.)	Flint, MI		
CONTRACTOR: Bob Ross Auto Group	MFG: GMC	MODEL: SIERRA 1500	MODEL NUMBER: CK10543
ITEM ID NO.: 37022	UNIT PRICE: \$ 28,574.00		
E85 Compatible? NO			

ITEM ID NO.	DELIVERY CHARGE	UNIT PRICE
37335	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$ 0.34
37336	Minimum Delivery Charge	\$ 105.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT PRICE
N/A	N/A	Parts Manual	N/A
N/A	N/A	Service Manual	N/A
37322	KEY	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	\$ 126.00
Specify on P.O.	SBE	Seat Belt Extender (1 Unit)	\$ 0.00
Specify on P.O.	CLOTH	Cloth Seat Covering	\$ 0.00
37357	PLASTIC	Bed Liner: Plastic	\$ 169.00
37352	TOWJL1	Tow Hitch / 7-Pin Receptacle / Brake Controller	\$ 274.00
Specify on P.O.	INCL.	7-Pin Trailer Receptacle Wiring (See Supplement A, page 133)	STD
37616	A/T	All Terrain Tires	\$ 189.00
37360	MIRR	Trailer Tow Mirrors	\$ 230.00
37345	BA	Backup Alarm	\$ 138.00

PRICE SCHEDULE (CONT'D)

ITEM #19AT PICKUP – 6,400 LB. – 4WD – CREW CAB – SHORT BED--MBE

*INSTRUCTIONS TO STATE AGENCIES REQUESTING UNSPECIFIED OPTIONS: State agencies that require additional equipment that is not listed in the option table above will need to provide the following to the current contract analyst listed on the contract website overview page, for approval;

1. Quote: Lists the unit price and the contents of the option(s). Manufacturer's invoice should be included.
2. Justification: Specific reasoning why the unlisted option is needed to perform job duties.

UNSPECIFIED OPTION PRICE: 3.00% above manufacturer invoice (Not to exceed 3.00%)

List standard paint colors: White, Black, Red

Contains recycled materials – Y/N: _____ if Yes _____ %. (Will not be part of the evaluation)

ORDINANCE NO. 20-107

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE ACCEPTING THE BID OF G&B ELECTRIC CO FOR THE BASEBALL FIELD LIGHTING UPGRADE FOR AN AMOUNT NOT TO EXCEED \$85,600.00 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the baseball field lighting upgrade; and

WHEREAS: It has been determined that the bid of G&B Electric Co. for an amount not to exceed \$85,600.00 is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

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

Section 1. Council hereby accepts the bid of G&B Electric Co. for the baseball field lighting upgrade for an amount not to exceed \$85,600.00 as the lowest and best bid as outlined in Exhibit A attached hereto.

Section 2. The Mayor is hereby authorized to enter into a contract with G&B Electric Co.in a form approved by the Director of Law.

Section 3. The City Engineer is hereby authorized and directed to forward a certified copy of this Ordinance to G&B Electric Co. 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 G&B Electric Co. for the baseball field lighting upgrade so that this work may commence.

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:



August 28, 2020

City of North Royalton
11545 Royalton Road
North Royalton, OH 44133

Attn: Mark Schmitzer PE
City Engineer

Re: North Royalton Baseball Field Lighting Upgrade Bid Tabulation

Dear: Mark

Bids were received from five contractors today for the North Royalton Baseball Field Lighting Upgrade Project. Bids were based on the drawings and specifications dated 8/3/20 and prepared by Scheeser Buckley Mayfield LLC. See the attached bid tabulation form.

The project bid form required a base bid and 2 alternates. The base bid and alternates 1 and 2 for each contractor are summarized on the bid tabulation form.

We have reviewed the information received from each of the bidders and it is our recommendation that the apparent low and best bidder, G&B Electric Co. be considered for the award of this project in the amount of \$85,600.00 including Alternates 1 and 2.

If you have any questions regarding the above, please do not hesitate to call.

Very truly yours,

Scheeser Buckley Mayfield LLC

A handwritten signature in black ink, appearing to read 'J E Eckman'.

James E. Eckman, PE, LEED AP, LC, CBCP
Vice President of Operations

Attachments: 2020-08-26 Ball Field Lighting Upgrade Bid Tabulation Form

M:\2020\20069\Construc\Correspondence\Bid Opening\2020-08-28 Ball Field Lighting Upgrade Bid Recommendation.docx

North Royalton Ball Field Lighting Upgrade
Bid Tabulation Form
8/26/2020

Contractor	Addendum #1	Bid Bond	Base Bid Price	Contingency	Total Bid Price	Alternate 1	Alternate 2	Total
G & B Electric Co.	YES	YES	\$ 54,250.00	\$ 10,500.00	\$ 64,750.00	\$ 17,850.00	\$ 3,000.00	\$85,600.00
Johnson Laux Construction Ohio	YES	YES	\$ 68,393.00	\$ 10,500.00	\$ 78,893.00	\$ 15,612.50	\$ 33,500.00	\$128,005.50
Einheit Electric	YES	YES	\$ 56,211.00	\$ 10,500.00	\$ 66,711.00	\$ 9,094.00	\$ 26,388.00	\$102,193.00
London Road Electric Co.	YES	YES	\$ 53,200.00	\$ 10,500.00	\$ 63,700.00	\$ 12,710.00	\$ 24,250.00	\$100,660.00
Zenith Systems	YES	YES	\$ 71,850.00	\$ 10,500.00	\$ 82,350.00	\$ 12,500.00	\$ 32,560.00	\$127,410.00

Bid Bond 10%
Alt 1: Replace (4) walkway fixtures.
Alt 2: Replace (1) field 6 light pole and fixtures

ORDINANCE NO. 20-108

INTRODUCED BY: Wos, Dietrich, Weimer

AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR THE NORTH ROYALTON WASTEWATER TREATMENT PLANT “A” BLOWER BUILDING, CONTROL BUILDING AND MISCELLANEOUS IMPROVEMENT PROJECT BETWEEN THE CITY OF NORTH ROYALTON AND THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton (hereinafter referred to as the “LGA”) desires to upgrade North Royalton Wastewater Treatment Plant “A” Blower Building and Control Building; and

WHEREAS: The LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the “OWDA”) to finance costs of the planning of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS: The OWDA has indicated its willingness to make a loan for that purpose and on those terms.

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 LGA hereby approves the planning of the aforesaid North Royalton Wastewater Treatment Plant “A” Blower Building, Control Building and Miscellaneous Improvement Project with the OWDA under the provisions, terms and conditions set forth in the “Cooperative Agreement for State Planning Project” as set forth in Exhibit A (the “Cooperative Agreement”) and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

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 necessary for the immediate preservation of the public peace, health, and safety of the city, and for the further reason that it is immediately necessary to provide for the upgrade of the North Royalton Wastewater Treatment Plant “A” Blower Building and Control Building in order to protect the health of the residents of the City of North Royalton.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 20-109

INTRODUCED BY: Vos, Dietrich, Weimer

AN ORDINANCE ACCEPTING THE BID OF COLD HARBOR BUILDING CO. FOR THE NORTH ROYALTON WASTEWATER TREATMENT PLANT “A” BLOWER BUILDING, CONTROL BUILDING AND MISCELLANEOUS IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$6,044,940.00 AS THE LOWEST AND BEST BID, CONTINGENT UPON LOAN APPROVAL FROM THE OHIO WATER DEVELOPMENT AUTHORITY, REPEALING ORDINANCE 20-95 AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the North Royalton Wastewater Treatment Plant “A” Blower Building, Control Building and Miscellaneous Improvement Project; and

WHEREAS: Council previously and improvidently adopted Ordinance 20-95 prior to the actual bid opening and due to a scrivener’s error; this Ordinance is to be repealed; and

WHEREAS: It has been determined that the bid of Cold Harbor Building Co. for an amount not to exceed \$6,044,940.00 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 approval of 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 Co. for the North Royalton Wastewater Plant “A” Blower Building, Control Building and Miscellaneous Improvement Project for an amount not to exceed \$6,044,940.00 as the lowest and best bid as outlined in Exhibit A attached hereto, contingent upon approval of the loan from the OWDA.

Section 2. Ordinance 20-95 is hereby repealed in its entirety.

Section 3. The Mayor is hereby authorized to enter into a contract with Cold Harbor Building Co. in a form approved by the Director of Law.

Section 4. The Wastewater Superintendent is hereby authorized and directed to forward a certified copy of this Ordinance to Cold Harbor Building Co. and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

Section 5. 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 6. 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 Co. for the North Royalton Wastewater Plant “A” Blower Building, Control Building and Miscellaneous Improvement 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.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CITY OF NORTH ROYALTON

Consolidated Sanitary Sewer District

Mayor Larry Antoskiewicz

Mark A. Smith
Superintendent



Phone: 440-237-5010
Facsimile: 440-582-9281

11675 Royalton Road
North Royalton, Ohio 44133

Memorandum

To: Mayor Larry Antoskiewicz
Dana A. Schroeder, Director of Legislative Services
Eric Dean, Finance Director
Thomas A. Kelly, Law Director
Donna M. Vozar, Assistant Law Director

From: Mark A. Smith, Wastewater Superintendent

CC: Paul Marnecheck, President of Council

Date: August 19, 2020

Re: North Royalton A Plant Blower Building, Control Building and Miscellaneous Improvement Project

The bid opening for the North Royalton A Plant Blower Building, Control Building and Miscellaneous Improvement Project occurred on Friday August 14, 2020 at 1:00 pm at City Hall. The following is the official results of the bids submitted:

<u>Contractor</u>	<u>Base Bid Amount</u>
1.) Cold Harbor Building Co.	\$ 6,044,940.00
2.) Rycon Construction, Inc.	\$ 6,996,000.00
3.) RFC Contracting, Inc.	\$ 7,338,000.00
4.) Lakeland Management Systems, Inc.	\$ 6,398,355.00

Engineer's Opinion of Probable Cost

\$5,873,400.00

(Please note that all bids include a 10% contingency)

After review of the submitted bids, The Wastewater Department for the City of North Royalton recommends **Cold Harbor Building Co.**, who is qualified to perform the work, the award of the lowest and best bid amount of **\$6,044,940.00.**

Attached to this Memorandum is a copy of the bid tabulation for the North Royalton A Plant Blower Building, Control Building and Miscellaneous Improvement Project.

Respectfully,

Mark A. Smith
Wastewater Superintendent
City of North Royalton
Consolidated Sanitary Sewer District

ORIGINAL

(RETURN THIS WITH COMPLETE SPECIFICATION BOOK)

CITY OF NORTH ROYALTON

BID PROPOSAL

FOR THE

CITY OF NORTH ROYALTON

BLOWER BUILDING, CONTROL BUILDING AND MISCELLANEOUS
IMPROVEMENTS

IN THE CITY OF NORTH ROYALTON, OHIO

Upon acceptance of this Proposal it shall become part of the Contract.

The UNDERSIGNED, as Bidder, declares, that he has or they have carefully examined the site of Work and the Form of Contract, together with the Specifications, Plans and Profiles for the above named improvement, and that he or they will contract to provide all necessary labor, machinery, tools and appliances and other means for the construction, and do all work called for by said contract and said specifications, plans and profiles and furnish all materials called for in the bill of quantities, contract, plans and specifications in the manner therein prescribed and according to the requirements of the Engineer as therein provided or to furnish material only or labor and equipment only, or both, as the Engineer may decide, and to complete the Work in its entirety (Final Completion) within 730 consecutive calendar days after receipt of written notice from the Engineer to begin work, upon the following terms and for the following prices:

Pay Item	Description	Estimated Quantity	Unit	Extended Total Price in Figures
1	Operations Building General Construction	1	Lump Sum	\$2,386,000.00
2	Administration Building General Construction	1	Lump Sum	\$860,000.00
3	Control Building General Construction	1	Lump Sum	\$960,000.00
4	Transformer Relocation General Construction	1	Lump Sum	\$53,000.00
5	General Allowance	1	Lump Sum	\$250,000.00
6	Concrete Repair Allowance	1	Lump Sum	\$113,000.00

BP-1

7	Electric Utility Allowance	1	Lump Sum	\$60,000.00
8	PLC Replacement Allowance	1	Lump Sum	\$730,000.00
9	WUL BACNet Retrofit Allowance	1	Lump Sum	\$23,400.00
10	Furniture Allowance	1	Lump Sum	\$60,000.00
Subtotal (Pay Items 1 through 10)				\$ <u>5,495,400.00</u>
11	10% Construction Contingency			\$ <u>549,540.00</u>

Bidders Maximum Bid Price (Pay Items 1 through 11)

\$ 6,044,940.00

If the required quantities of the items listed below are increased or decreased from the specified quantities that are indicated in the Lump Sum Bid, the Bidder agrees that the following adjustment prices shall apply to such increased or decreased quantities:

Adjustment Price Item	Unit	Adjustment Price
Concrete Repair - Crack Repair	Linear Feet	\$100.00 - DWG \$10.00
Concrete Repair - Surface Repair	Square Feet	\$ <u>105.00</u>

NOTE: Construction contingency (Bid Pay Item No. 11) is included for the OWNER's administrative purposes only and may, at the OWNER's sole discretion, be further utilized by the OWNER as a resource for funding potential changes in the WORK. Pay Item No. 11 shall not be considered a sum to which the CONTRACTOR has any entitlement, except as portions of it may be assigned for payment by written orders of the OWNER directing a change in accordance with the Contract Documents. The amount of Pay Item No. 11 shall; however, be included in the Contract sum and all Contract bond, insurance, warranty, and other applicable coverages by the CONTRACTOR. The CONTRACTOR agrees that it has included such costs in Pay Item No. 1-10.

The adjustment prices are subject to approval and acceptance by the OWNER. The rejection of any or all of the adjustment prices shall not invalidate the acceptance of this Bid or the Contract based thereon. If acceptable, the adjustment prices named shall be used in determining additions to, or deductions from, the Lump Sum Bid to determine the final Contract Price based on actual quantities.

The estimated quantity and the basis for payment of each adjustment price item are covered in Section 01 20 00, Measurement and Payment.

BP-2

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

No. <u>#1</u>	Dated <u>7/31/20</u>
No. <u>#2</u>	Dated <u>8/10/20</u>
No. _____	Dated _____
No. _____	Dated _____

BID PROPOSAL (Con't)

- B. Any additional work or changes to the work of this contract shall be paid for as stated in item entitled "Changes in the Work", paragraph 25 of the City Supplementary General Conditions. Contractor hereby states that if additional work is paid for as outlined under paragraph 25-b-3, his percentage of cost to cover profit and general overhead expenses will be as outlined in the City Supplementary General Conditions.
- C. It is understood and agreed that work embodied in this Contract, together with any Alternate thereto, if any, shall be substantially completed within 700 consecutive calendar days from the date of entering into the Contract thereto.
- D. The undersigned agrees that if he be awarded the Contract, he will within five (5) days after being notified thereof, enter into a written contract with the City of North Royalton, Ohio to furnish the labor and materials all as specified for the prices provided for in said proposal.
- E. The bidder in submitting his bid accepts the understanding that the City of North Royalton reserves the right to reject any or all bids and to waive any or all irregularities. The bidder also agrees that the bid may not be withdrawn for a period of ninety days after opening of bids.
- F. Any combination of the various Alternates may be incorporated by the City.
- G. The undersigned shall furnish a Guaranty Bond in an amount equal to ten percent (10%) for the final total contract amount in place. Such bond paid for by the undersigned shall be on a form equal to the one included as attached.

The undersigned Bidder deposits with this Proposal a certified check on a solvent bank in Cuyahoga County or Bid Bond in an amount of See Bond, the same being payable to the City of North Royalton.

Bidder acknowledges the following Addendum Numbers #1 #2

Executed at Chardon Ohio
(City) (State)

this 14th day of August, 2020.

By Dale W. Griffis, II
(Signature) Dale W. Griffis, II

Title President
(Indicate: Owner, Partner, Corporation Officer, Etc.)

For: Cold Harbor Building Company
(Company Name)

115 Industrial Parkway
(Address)

Chardon Ohio 44024
(City) (State) (Zip)

440/285-8842
(Telephone)

Note: On any accompanying bid bond, the Bidder must show the full mailing address for the company acting as surety, and the full name, mailing address, and telephone number of the office, business, or agency actually issuing the bond.

ORDINANCE NO. 20-110

INTRODUCED BY: Weimer

AN ORDINANCE AUTHORIZING THE CITY ENGINEER TO HAVE PLANS, SPECIFICATIONS, ESTIMATES OF COST AND PROFILES PREPARED FOR THE EXTENSION OF A PUBLIC SANITARY SEWER ON DRAKE ROAD FROM ADDRESS 12840 DRAKE ROAD TO ADDRESS 12766 DRAKE ROAD (PPN'S 484-08-030, 484-08-016, 484-08-017 & 484-08-031) IN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton requires plans, specifications, estimates of costs and profiles for the extension of a public sanitary sewer on Drake Road from address 12840 Drake Road to address 12766 Drake Road (PPN's 484-08-030, 484-08-016, 484-08-017 & 484-08-031) in the City of North Royalton; and

WHEREAS: The City of North Royalton desires that the City Engineer have the plans, specifications, estimates of cost and profiles prepared for this project; and

WHEREAS: It is necessary to authorize these engineering services.

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 Council of the City of North Royalton hereby authorizes the City Engineer to have the plans, specifications, estimates of cost and profiles prepared for the extension of a public sanitary sewer on Drake Road from address 12840 Drake Road to address 12766 Drake Road (PPN's 484-08-030, 484-08-016, 484-08-017 & 484-08-031) in the City of North Royalton.

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 initiate the engineering services for the extension of a public sanitary sewer on Drake Road in the City of North Royalton.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 20-41 AS AMENDED BY ORDINANCE 20-71 AND 20-80 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2020 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 20-41 as amended by Ordinance 20-71 and 20-80 for the fiscal year ending December 31, 2020 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, 2020, 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	up to	\$600,000.00	Operating
General Fund	EMS Levy Fund	up to	1,350,000.00	Operating
General Fund	Enterprise Zone	up to	16,400.00	Operating
General Fund	Police Pension Fund	up to	350,000.00	Operating
General Fund	Fire Pension Fund	up to	450,000.00	Operating
General Fund	General Bond Retirement Fund	up to	600,000.00	Debt Service
				Repayment of
NOPEC Grant Fund	Future Capital Improvement Fund	up to	115,000.00	Advance
YMCA Special Revenue	General Bond Retirement Fund	up to	340,000.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	up to	284,350.00	Debt Service
Storm Sewer & Drainage Fund	General Bond Retirement Fund	up to	328,400.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	up to	156,472.000	Debt Service
				Repayment of
Fire Capital Improvement Fund	Future Capital Improvement Fund	up to	300,000.00	Advance
Sprague Road Reconstruction Fund	General Bond Retirement Fund	up to	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 his/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 2020 Amending Budget Ordinance					
	Original Appropriations Per Ordinance# 2020-41	Amendments Per Ordinance # 2020-71	Amendments Per Ordinance # 2020-80	Amendments this Ordinacne	Total 2020 Appropriations
GENERAL FUND					
POLICE DEPARTMENT					
Personal Service	3,060,650.00		20,000.00		3,080,650.00
Contractual Services	320,806.00		(32,100.00)		288,706.00
Supply & Materials	187,575.00		(19,100.00)		168,475.00
Capital Outlay	29,000.00		(5,000.00)		24,000.00
Debt Service	147,000.00				147,000.00
Total Police Department	3,745,031.00	-	(36,200.00)	-	3,708,831.00
ANIMAL CONTROL					
Personal Service	159,945.00				159,945.00
Contractual Services	5,600.00		(600.00)		5,000.00
Supply & Materials	25,580.00		(3,000.00)		22,580.00
Capital Outlay	200.00				200.00
Total Animal Control Department	191,325.00	-	(3,600.00)	-	187,725.00
FIRE DEPARTMENT					
Personal Service	454,400.00		(10,500.00)		443,900.00
Contractual Services	344,400.00	15,000.00	(23,178.56)		336,221.44
Supply & Materials	108,000.00	15,000.00	(18,794.00)		104,206.00
Total Fire Department	906,800.00	30,000.00	(52,472.56)	-	884,327.44
POLICE AND FIRE COMMUNICATIONS					
Personal Service	259,700.00		(30,000.00)		229,700.00
Contractual Services	756,002.00		(1,500.00)		754,502.00
Supply & Materials	2,000.00		(500.00)		1,500.00
Capital Outlay	1,500.00				1,500.00
Total Police & Fire Comm	1,019,202.00	-	(32,000.00)	-	987,202.00
STREET LIGHTING					
Contractual Services	140,000.00				140,000.00
Total Street Lighting	140,000.00	-	-	-	140,000.00
CEMETERY DEPARTMENT					
Contractual Services	39,900.00				39,900.00
Supply & Materials	172,075.00				172,075.00
Capital Outlay	10,000.00				10,000.00
Total Cemetery Department	221,975.00	-	-	-	221,975.00
PARKS & RECREATION DEPARTMENT					
Personal Service	541,645.00		(40,000.00)		501,645.00
Contractual Services	86,150.00				86,150.00
Supply & Materials	116,760.00		(1,500.00)		115,260.00
Capital Outlay	46,000.00		(3,000.00)		43,000.00
Total Parks & Recreation Department	790,555.00	-	(44,500.00)	-	746,055.00
PLANNING COMMISION					
Personal Service	7,400.00				7,400.00
Contractual Services	7,800.00				7,800.00
Supply & Materials	550.00				550.00
Total Planning Commission	15,750.00	-	-	-	15,750.00
BOARD OF ZONING					
Personal Service	8,900.00				8,900.00
Contractual Services	2,500.00				2,500.00
Supply & Materials	700.00				700.00
Total Board of Zoning	12,100.00	-	-	-	12,100.00
BUILDING DEPARTMENT					
Personal Service	629,250.00		(69,000.00)		560,250.00
Contractual Services	123,860.00				123,860.00
Supply & Materials	22,000.00				22,000.00
Capital Outlay	33,200.00				33,200.00
Total Building Department	808,310.00	-	(69,000.00)	-	739,310.00
COMMUNITY DEVELOPMENT					
Personal Service	160,490.00				160,490.00
Contractual Services	79,750.00		(1,000.00)		78,750.00
Supply & Materials	3,600.00				3,600.00
Total Community Development	243,840.00	-	(1,000.00)	-	242,840.00
RUBBISH COLLECTION					
Contractual Services	1,600,000.00				1,600,000.00
Total Rubbish Collection	1,600,000.00	-	-	-	1,600,000.00
SERVICE BUILDING AND GROUNDS					
Contractual Services	89,900.00		(4,125.00)		85,775.00
Supply & Materials	39,500.00		(4,125.00)		35,375.00
Total Service Bldg. & Grounds	129,400.00	-	(8,250.00)	-	121,150.00

CITY OF NORTH ROYALTON 2020 Amending Budget Ordinance					
	Original Appropriations Per Ordinance# 2020-41	Amendments Per Ordinance # 2020-71	Amendments Per Ordinance # 2020-80	Amendments this Ordinacne	Total 2020 Appropriations
MAYOR'S OFFICE					
Personal Service	262,650.00				262,650.00
Contractual Services	36,475.00		(3,500.00)		32,975.00
Supply & Materials	2,450.00				2,450.00
Capital Outlay	1,000.00				1,000.00
Total Mayor's Office	302,575.00	-	(3,500.00)	-	299,075.00
FINANCE DEPARTMENT					
Personal Service	319,284.00				319,284.00
Contractual Services	133,000.00		(7,000.00)		126,000.00
Supply & Materials	3,000.00		(550.00)		2,450.00
Capital Outlay	2,000.00				2,000.00
Total Finance Department	457,284.00	-	(7,550.00)	-	449,734.00
LEGAL ADMINISTRATION					
Personal Service	372,300.00				372,300.00
Contractual Services	138,650.00		(5,000.00)		133,650.00
Supply & Materials	10,400.00		(400.00)		10,000.00
Capital Outlay	2,200.00				2,200.00
Total Legal Administration	523,550.00	-	(5,400.00)	-	518,150.00
ENGINEERING DEPARTMENT					
Personal Service	169,550.00				169,550.00
Contractual Services	156,400.00				156,400.00
Supply & Materials	1,200.00				1,200.00
Capital Outlay	3,000.00				3,000.00
Total Engineering	330,150.00	-	-	-	330,150.00
LEGISLATIVE					
Personal Service	332,125.00				332,125.00
Contractual Services	54,600.00		(1,000.00)		53,600.00
Supply & Materials	18,500.00		(6,000.00)		12,500.00
Capital Outlay	6,000.00				6,000.00
Total Legislative Activity	411,225.00	-	(7,000.00)	-	404,225.00
MAYOR'S COURT					
Personal Service	194,200.00				194,200.00
Contractual Services	85,175.00	(20,000.00)			65,175.00
Supply & Materials	1,850.00				1,850.00
Total Mayor's Court	281,225.00	(20,000.00)	-	-	261,225.00
CIVIL SERVICE					
Personal Service	5,050.00				5,050.00
Contractual Services	34,400.00				34,400.00
Supply & Materials	200.00				200.00
Total Civil Service	39,650.00	-	-	-	39,650.00
CITY HALL BUILDING					
Personal Service	265,400.00		(113,000.00)		152,400.00
Contractual Services	206,350.00		(10,000.00)		196,350.00
Supply & Materials	26,500.00		(2,650.00)		23,850.00
Capital Outlay	-				-
Total City Hall Building	498,250.00	-	(125,650.00)	-	372,600.00
OTHER GENERAL GOVERNMENT					
Personal Services	17,500.00				17,500.00
Supply & Materials	220,000.00	(10,000.00)	(28,500.00)		181,500.00
Transfers-Out	4,066,400.00			(700,000.00) A	3,366,400.00
Total - Other General Government	4,303,900.00	(10,000.00)	(28,500.00)	(700,000.00)	3,565,400.00
TOTAL - GENERAL FUND	16,972,097.00	-	(424,622.56)	(700,000.00)	15,847,474.44
ENFORCEMENT AND EDUCATIONAL FUND #205					
Personal Service	15,000.00				15,000.00
Supply & Materials	6,000.00				6,000.00
Total Enforcement & Education Fund	21,000.00	-	-	-	21,000.00
DRUG LAW ENFORCEMENT FUND #206					
Supply & Materials	200.00				200.00
Total Drug Law Enforcement Fund	200.00	-	-	-	200.00
POLICE FACILITY OPERATING FUND #207					
Personal Service	913,875.00				913,875.00
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 Fund	1,003,518.00	-	-	-	1,003,518.00

CITY OF NORTH ROYALTON 2020 Amending Budget Ordinance					
	Original Appropriations Per Ordinance# 2020-41	Amendments Per Ordinance # 2020-71	Amendments Per Ordinance # 2020-80	Amendments this Ordinacne	Total 2020 Appropriations
LAW ENFORCEMENT TRUST FUND #208					
Contractual Service	1,500.00				1,500.00
Supply & Materials	5,500.00				5,500.00
Capital Outlay	37,500.00				37,500.00
Total Law Enforcement Trust Fund	44,500.00	-	-	-	44,500.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209					
Personal Service	2,847,300.00				2,847,300.00
Contractual Services	67,800.00		(6,500.00)		61,300.00
Supply & Materials	39,700.00		(3,000.00)		36,700.00
Total EMS Levy Fund	2,954,800.00	-	(9,500.00)	-	2,945,300.00
MOTOR VEHICLE LICENSE FUND #210					
Street Repair	240,000.00				240,000.00
Total Motor Vehicle License Fund	240,000.00	-	-	-	240,000.00
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211					
Signals & Signs					
Contractual Services	65,000.00		(15,000.00)		50,000.00
Supply & Materials	25,000.00				25,000.00
	90,000.00	-	(15,000.00)	-	75,000.00
Street Reconstruction					
Contractual Service	65,000.00				65,000.00
Capital Outlay	2,500,000.00		(1,000,000.00)		1,500,000.00
	2,565,000.00	-	(1,000,000.00)	-	1,565,000.00
Street Construction, Maintenance & Repair					
Personal Service	1,869,250.00		(12,000.00)		1,857,250.00
Contractual Services	147,175.00		(2,400.00)		144,775.00
Supply & Materials	411,800.00		(10,300.00)		401,500.00
Capital Outlay	75,000.00				75,000.00
	2,503,225.00	-	(24,700.00)	-	2,478,525.00
Snow Removal					
Personal Service	112,000.00				112,000.00
Contractual Services	15,000.00				15,000.00
Supply & Materials	450,000.00		(46,500.00)		403,500.00
	577,000.00	-	(46,500.00)	-	530,500.00
Total SCMR Fund	5,735,225.00	-	(1,086,200.00)	-	4,649,025.00
STATE HIGHWAY FUND #212					
Traffic Signals & Marking					
Contractual Services	25,000.00				25,000.00
Street Maintenance & Repair					
Operating Supplies	30,000.00				30,000.00
Snow & Ice Removal					
Supply & Materials	80,000.00		(13,000.00)		67,000.00
Total State Highway Fund	135,000.00	-	(13,000.00)	-	122,000.00
CITY INCOME TAX FUND #213					
Contractual Services	500,000.00				500,000.00
Total City Income Tax Fund	500,000.00	-	-	-	500,000.00
POLICE LEVY FUND #215					
Personal Services	1,300,000.00				1,300,000.00
Contractual Services	5,000.00		(3,000.00)		2,000.00
Capital Outlay	225,000.00		(15,000.00)		210,000.00
Total Police Levy Fund	1,530,000.00	-	(18,000.00)	-	1,512,000.00
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	2,500.00				2,500.00
Total Recycling Grant Fund	2,500.00	-	-	-	2,500.00
OFFICE ON AGING FUND #219					
Personal Services	138,200.00				138,200.00
Contractual Services	46,200.00		(5,000.00)		41,200.00
Supply & Materials	12,350.00				12,350.00
Capital Outlay	800.00				800.00
Total Office on Aging Fund	197,550.00	-	(5,000.00)	-	192,550.00
NOPEC GRANT FUND #221					
Contractual Services	107,000.00			12,000.00 B	119,000.00
Capital Outlay	-				
Total NOPEC Grant Fund	107,000.00	-	-	12,000.00	119,000.00

CITY OF NORTH ROYALTON 2020 Amending Budget Ordinance					
	Original Appropriations Per Ordinance# 2020-41	Amendments Per Ordinance # 2020-71	Amendments Per Ordinance # 2020-80	Amendments this Ordinacne	Total 2020 Appropriations
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	6,500.00				6,500.00
Contractual Services	2,000.00				2,000.00
Operating Supplies	500.00				500.00
Total Community Diversion Program Fund	9,000.00	-	-	-	9,000.00
ENTERPTISE ZONE FUND #239					
Contractual Services	18,150.00				18,150.00
Total Enterprise Zone Fund	18,150.00	-	-	-	18,150.00
YMCA SPECIAL REVENUE FUND #249					
Transfers-Out	340,000.00				340,000.00
Total YMCA Special Revenue Fund	340,000.00	-	-	-	340,000.00
LOCAL CORONAVIRUS RELIEF FUND #252					
Personal Service	-			365,734.29 C	365,734.29
Total Local Coronavirus Relief Fund	-	-	-	365,734.29	365,734.29
ACCRUED BALANCES FUND #260					
Personal Service	150,000.00				150,000.00
Total Accrued Balances Fund	150,000.00	-	-	-	150,000.00
POLICE PENSION FUND #261					
Personal Service	645,670.00				645,670.00
Total Police Pension Fund	645,670.00	-	-	-	645,670.00
FIRE PENSION FUND #262					
Personal Service	727,277.00				727,277.00
Total Fire Pension Fund	727,277.00	-	-	-	727,277.00
GENERAL BOND RETIREMENT FUND #321					
Supply & Materials	10,000.00				10,000.00
Debt Service - Interest	300,000.00				300,000.00
Debt Service - Principal	1,675,000.00		(110,000.00)		1,565,000.00
Total General Bond Retirement Fund	1,985,000.00	-	(110,000.00)	-	1,875,000.00
SPECIAL ASSESSMENT FUND #341					
Other	15,469.66				15,469.66
Debt Service	78,314.50				78,314.50
Total Special Assessment Fund	93,784.16	-	-	-	93,784.16
SERVICE CAPITAL FUND #430					
Capital Outlay	67,000.00				67,000.00
Total Service Capital Fund	67,000.00	-	-	-	67,000.00
RECREATION CAPITAL IMPROVEMENT FUND #431					
Capital Outlay	30,000.00				30,000.00
Total Rec Capital Improvement Fund	30,000.00	-	-	-	30,000.00
FUTURE CAPITAL IMPROVEMENT FUND #432					
Capital Outlay	-			200,000.00 D	200,000.00
Transfers-Out	284,350.00				284,350.00
Total Future Capital Improvement Fund	284,350.00	-	-	200,000.00	484,350.00
STORM AND SEWER DRAINAGE FUND #433					
Contractual Services	120,000.00			(42,000.00) E	78,000.00
Contractual Services	-			42,000.00 E	42,000.00
Transfers-Out	328,400.00				328,400.00
Total Storm & Sewer Drainage Fund	448,400.00	-	-	-	448,400.00
FIRE CAPITAL IMPROVEMENT FUND #434					
Contractual Service	37,000.00				37,000.00
Capital Outlay	100,000.00				100,000.00
Debt Service	107,813.00				107,813.00
Transfer Out	150,950.00				150,950.00
Advance Out	300,000.00				300,000.00
Total Fire Capital Improvement Fund	695,763.00	-	-	-	695,763.00
YMCA CAPITAL RESERVE FUND #437					
Contractual Services	30,000.00				30,000.00
Total YMCA Capital Imp Fund	30,000.00	-	-	-	30,000.00

CITY OF NORTH ROYALTON 2020 Amending Budget Ordinance					
	Original Appropriations Per Ordinance# 2020-41	Amendments Per Ordinance # 2020-71	Amendments Per Ordinance # 2020-80	Amendments this Ordinacne	Total 2020 Appropriations
WATER MAIN FUND #445					
Contractual Services	45,000.00				45,000.00
Capital Outlay	15,000.00				15,000.00
Total Water Main Fund	60,000.00	-	-	-	60,000.00
ISSUE 1 - SPRAGUE ROAD FUND #451					
Transfer Out	17,887.00				17,887.00
Total Issue 1 - Sprague Rd. Fund	17,887.00	-	-	-	17,887.00
ENERGY CONSERVATION PROJECT CAPITAL FUND #463					
Capital Outlay	160,000.00				160,000.00
Total Energy Conservation Project Capital Fun	160,000.00	-	-	-	160,000.00
WASTEWATER TREATMENT FUND #551					
Sanitary Sewer Treatment					
Personal Services	1,352,600.00				1,352,600.00
Contractual Services	2,283,450.00				2,283,450.00
Supply & Materials	447,250.00				447,250.00
Capital Outlay	291,000.00				291,000.00
Total Wastewater Treatment Fund	4,374,300.00	-	-	-	4,374,300.00
WASTEWATER MAINTENANCE FUND #552					
Storm Sewer & Drainage Maintenance					
Personal Service	503,400.00				503,400.00
Contractual Services	129,100.00				129,100.00
Supply & Materials	128,000.00				128,000.00
Capital Outlay	70,000.00			350,000.00 F	420,000.00
Total Stormwater & Drainage	830,500.00	-	-	350,000.00	1,180,500.00
Wastewater Maintenance					
Personal Service	891,140.00				891,140.00
Contractual Services	219,600.00				219,600.00
Supply & Materials	783,800.00				783,800.00
Total Wastewater Maintenance	1,894,540.00	-	-	-	1,894,540.00
Total WW Maintenance Fund	2,725,040.00	-	-	350,000.00	3,075,040.00
WASTEWATER DEBT SERVICE FUND #553					
Debt Service	280,000.00				280,000.00
Total WW Debt Service Fund	280,000.00	-	-	-	280,000.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555					
Professional Service	-			102,000.00 G	102,000.00
Capital Outlay	300,000.00			290,000.00 G	590,000.00
Total WW Repair & Replacem't	300,000.00	-	-	392,000.00	692,000.00
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710					
Personal Services	10,000,000.00				10,000,000.00
Total OGBC Fund	10,000,000.00	-	-	-	10,000,000.00
IMPROVEMENT HOLDING FUND #763					
Refunds	10,000.00				10,000.00
Total Improvement Holding Fund	10,000.00	-	-	-	10,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764					
Other	10,000.00				10,000.00
Total OBBS Fund	10,000.00	-	-	-	10,000.00
BUILDING CONSTRUCTION BOND FUND #766					
Other	50,000.00				50,000.00
Total Bldg. Construction Bond Fund	50,000.00	-	-	-	50,000.00
OFFICE ON AGING DEPOSITS FUND #768					
Other	1,000.00				1,000.00
Total Office on Aging Deposits Fund	1,000.00	-	-	-	1,000.00
UNCLAIMED FUNDS #769					
Other	500.00				500.00
Total Unclaimed Funds	500.00	-	-	-	500.00
FUND TOTALS	53,975,811.16	-	(1,666,322.56)	619,734.29	52,929,222.89

ORDINANCE NO. 20-112

INTRODUCED BY: Mayor Antoskiewicz, Marnecheck

AN ORDINANCE AUTHORIZING THE PURCHASE OF ALL RIGHT, TITLE, AND INTEREST IN FEE SIMPLE ABSOLUTE IN AND TO BUILDINGS AND REAL PROPERTY LOCATED AT 12704 RIDGE ROAD, PPN 482-30-002, IN THE CITY OF NORTH ROYALTON FOR AN AMOUNT NOT TO EXCEED \$175,000.00, AND DECLARING AN EMERGENCY

WHEREAS: The City has successfully negotiated the purchase of real property located at 12704 Ridge Road, in the City of North Royalton and having PPN 482-30-002, for the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00); and

WHEREAS: Council desires to authorize this purchase.

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 and execute a contract for the purchase of real property located at 12704 Ridge Road in the City of North Royalton having PPN 482-30-002, for the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), not including ancillary charges for closing of the transaction, said Purchase Agreement to be in substantially the same form as Exhibit A which is attached hereto and incorporated herein by reference. Said contract shall be approved by the Director of Law.

Section 2. The Mayor is hereby authorized to enter and execute any and all ancillary documents necessary for the completion of this transaction.

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 provide for this purchase.

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:

RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE



1 BUYER: The undersigned
2 PROPERTY: Located at 12704 RIDGE ROAD offers to buy the
3 City NORTH ROYALTON
4 Permanent Parcel No. 482-30-002, Ohio, Zip Code 44133
5 and further described as being: RESIDENTIAL DWELLING, GARAGE & LOT

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting. The
11 following selected items shall also remain: ☐ satellite dish; ☐ range and oven; ☐ microwave; ☐ kitchen refrigerator;
12 ☒ dishwasher; ☐ washer; ☐ dryer; ☐ radiator covers; ☐ window air conditioner; ☒ central air conditioning; ☐ gas
13 grill; ☐ fireplace tools; ☐ screen; ☐ glass doors and ☐ grate; all existing window treatments; ☐ ceiling fan(s);
14 ☐ wood burner stove inserts; ☐ gas logs; and ☐ water softener. Also included: _____
15

16 Fixtures NOT Included: _____
17

18 PRICE: Buyer shall pay the sum of _____ \$ 175,000.00
19 Earnest money payable to OHIO REAL TITLE

20 In the form of a ☒ check ☐ note. Note shall be redeemed immediately
21 upon receipt of a binding agreement (as defined on lines 205-213)
22 and all monies deposited in an escrow/trust account are to be
23 credited against the purchase price.

24 Balance of cash to be deposited in escrow _____ \$ 5,000.00 *

25 Mortgage loan to be obtained by Buyer _____ \$ 170,000.00 *
26 ☐ Conventional, ☐ FHA, ☐ VA, ☒ Other CASH OFFER \$ 0 See Attached Addendum
27
28

29 FINANCING: Buyer shall make a written application for the above mortgage loan and provide documentation to
30 Seller of said application within _____ days and shall obtain a commitment for that loan no later than
31 _____ days after acceptance of this offer. At the Seller's written election, if, despite Buyer's good
32 faith efforts, that commitment has not been obtained, then this Agreement shall be null and void. Upon signing of
33 a mutual release by Seller and Buyer, the earnest money deposit shall be returned to the Buyer without any
34 further liability of either party to the other or to the Brokers and their agents. (see line 196)

35 CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow
36 with the lending institution or escrow company on or before * 8-31-2020, and title shall be
37 recorded on or about * 9-1-2020 * See Attached Addendum

38 POSSESSION: Seller shall deliver possession to Buyer of the property within 30 days by 5:00 (time),
39 ☐ AM ☒ PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
40 the Seller free for 30 days. Additional _____ days at a rate of \$ _____ per day. Insurance coverage
41 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
42 Seller and Buyer. POSSESSION ON 9-30-2020

Page 1 of 5
Robert J. Sindyla, Agent for Undisclosed Principal
BUYER'S INITIALS AND DATE
8.28.20
RESIDENTIAL PURCHASE AGREEMENT
NEOHREX 03/10

SELLER'S INITIALS AND DATE
A Khl 8/18/20

Property Address: 12704 RIDGE

TITLE: Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price. Seller shall have thirty (30) days after notice to remove title defects. If unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to each other, and both Buyer and Seller agree to sign a mutual release, releasing earnest money to Buyer. (see line 196) *TITLE WORK, ESCROW, & DEED BY OHIO REAL TITLE*

PRORATIONS: General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is new construction and recently completed or in the process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private, except the following: _____

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
☐ Buyer ☒ Seller agrees to pay the amount of such recoupment.

CHARGES/ESCROW INSTRUCTIONS: This agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance.

Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer in which case Seller shall pay the entire escrow fee), and h) Tenant security deposits.

\$ 200.00 from the proceeds due Seller for payment of Seller's final water and sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage, d) _____ . If requested, by Broker, the Seller(s) and Buyer(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to their respective Broker(s) listed on this Agreement promptly after closing.

HOME WARRANTY: Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from coverage. Broker may receive a fee from the home warranty provider. Buyer, does ☒ does not elect to secure a Limited Home Warranty Plan issued by AHS. The cost of \$ 470.00 shall be paid by ☐ Buyer ☒ Seller through escrow.

Page 2 of 5 BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
d Principal
NEOHREX 03/10

SELLER'S INITIALS AND DATE

Property Address: 12704 RIDGE

INSPECTION: This agreement shall be subject to the following inspection(s) by a qualified inspector of Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer understands that all real property and improvements may contain defects and conditions that are not readily apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's inspectors regarding the condition and systems of the property. **Inspections required by any state, county, local government or FHANA do not necessarily eliminate the need for the inspections listed below.**

Waiver: * (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.
* See Attached Addendum

Choice

Yes No

Inspections

Expense

BUYER SELLER

<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
		(<input type="checkbox"/> flow, <input type="checkbox"/> potability)		<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	MOLD	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	PEST/	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		WOOD DESTROYING INSECTS		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER	<u>10</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(list other inspections)

- Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:
- Remove the inspection contingency and accept the property in its "as-is" present physical condition. If the property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in full force and effect; OR
 - Accept the property subject to Seller agreeing to have specific items that were identified in a written inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential Purchase Agreement* removing the inspection contingency and identifying the defects which are to be repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned to the Buyer. (see line 196) The Buyer and Seller can mutually agree in writing to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, OR
 - Terminate this agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual release*. The earnest money will be returned to the Buyer without any further liability of either party to the other or to the broker(s). (see line 196)

Property Address: 12704 RIDGE

MEGAN'S LAW Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

CONDITION OF PROPERTY: Buyer has examined the property and agrees that the property is being purchased in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio Residential Property Disclosure Form or identified by any inspections requested by either party or any other forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not relied upon any representations, warranties, or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this agreement or on the Residential Property Disclosure Form.

- ☒ 1. Buyer acknowledges receipt of completed Residential Property Disclosure Form from Seller
☐ 2. Buyer has not received Residential Property Disclosure Form and Seller agrees to deliver to Buyer a copy of the completed Residential Property Disclosure Form within three (3) days after acceptance unless the sale of the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a mutual release with instruction to the Broker on disbursement of the earnest money. (see line 196)

REPRESENTATIONS AND DISCLAIMERS: Buyer acknowledges that the Seller completed the Residential Property Disclosure Form unless otherwise stated above and Seller has not made any representations or warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this property (if none, write "none")

DAMAGE: If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that event, Seller and Buyer agree to sign a mutual release, with instruction to the Broker on disbursement of the earnest money on deposit (see line 196). If such damage is less than ten percent of the purchase price, Seller shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property

ADDENDA: The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form ☒ Residential Property Disclosure ☐ VA ☐ FHA ☐ FHA Home Inspection Notice ☐ Secondary Offer ☐ Condominium ☐ Short Sale ☐ House Sale Contingency ☒ House Sale Concurrence ☐ Lead Based Paint (required if built before 1978) ☐ Homeowner's Association ☒ Affiliated Business Arrangement Disclosure Statement ☐ Other _____

are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting terms in the Purchase Agreement.

ADDITIONAL TERMS: BUYER SHALL REVEAL IDENTITY AND PROVIDE RECENT VERIFICATION OF FUNDS LETTER FROM SAVINGS INSTITUTION SHOWING BUYER NAME AND AT LEAST \$175,000 IN VERIFIED FUNDS WITHIN 24 HOURS* OF ACCEPTANCE 8.28.20

Page 4 of 5 BUYER'S INITIALS AND DATE

Robert J. Sindyla, Agent for Undisclosed

Principal

RESIDENTIAL PURCHASE AGREEMENT

NEOHREX 03/10

SELLER'S INITIALS AND DATE

Property Address: 12704 RIDGE

EARNEST MONEY: In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.

In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker against the real estate commission owed the broker as a result of said closing.

BINDING AGREEMENT: Upon written acceptance, then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as calendar days.

This Agreement is a legally binding contract. /Subject to the Attached Addendum
If you have any questions of law, consult your attorney.

BUYER [Signature] 8-18-20 Address _____

Print Name Robert J. Sindyla, Agent for Undisclosed Principal

BUYER _____ Date _____ Phone _____

Print Name _____ Email _____

ACCEPTANCE: Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow funds a commission of \$ _____ of FIVE percent (5%) of the purchase price to BURMEISTER REALTY (Selling Broker) CLEVELAND (Office) and \$ _____ plus _____ percent (____%) of the purchase price to _____ (Listing Broker) _____ (Office)

SELLER [Signature] [Signature] Address _____

Print Name KATRINA ERMINIO

SELLER _____ Date 8/18/20 Phone _____

Print Name _____ Email _____

Selling Agent Name, Telephone and Email:

CHARLES BURMEISTER

(216) 533-4618

CB@BurmeisterRealty.com

Selling Brokers Name, Address and Telephone:

BURMEISTER REALTY

4006 BADER AVE.

CLEVELAND, OH 44109

Listing Agent Name, Telephone and Email:

Listing Brokers Name, Address and Telephone:

Page 5 of 5 BUYER'S INITIALS AND DATE

Robert J. Sindyla, Agent for Undisclosed

Principal

RESIDENTIAL PURCHASE AGREEMENT

NEOHREX 03/10

SELLER'S INITIALS AND DATE

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: KATRINA ERMUNIO

From: Charles M. Burmeister

PROPERTY ADDRESS: 12704 RIDGE, N. ROYALTON, OH 44133

Date: 8/18/2020

This is to give you notice that Charles M. Burmeister and Burmeister Realty Ltd. has a business relationship with Venture Land Title Agency, LLC. Charles M. Burmeister is an equity owner of Venture Land Title Investors IV, LLC. Venture Land Title Investors IV, LLC owns 49% of Venture Land Title Agency, LLC. Because of this relationship, this referral may provide him a financial benefit.

In addition, Venture Title Holdings, LLC owns 51% of Venture Land Title Agency, LLC. The owners of Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon and Ohio Real Title Agency, LLC have ownership in Venture Title Holdings, LLC. Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon and Ohio Real Title Agency, LLC will provide settlement services in conjunction with the services performed by Venture Land Title Agency, LLC. Because of the relationship between Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon and Ohio Real Title Agency, LLC and Venture Land Title Agency, LLC, this referral may provide Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon, or Ohio Real Title Agency, LLC a financial or other benefit as well.

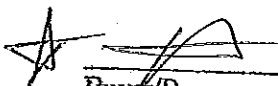
Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use Venture Land Title Agency, LLC as a condition of purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

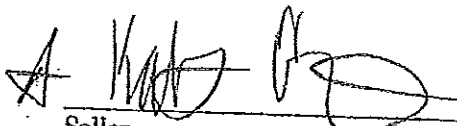
Venture Land Title Agency, LLC's range of charges:

Title insurance premium	As filed with the State of Ohio
Title examination fee	\$295.00 to \$395.00
Title Commitment fee	\$100.00

I/We have read this disclosure form and understand that Charles M. Burmeister is referring me/us to purchase the above described settlement services from Venture Land Title Agency, LLC.

In the event the Lender involved in this transaction does not act as settlement or closing agent, then the closing will be handled by Ohio Real Title Agency, LLC, Lawyers Title Agency of Chardon or Chicago Title Agency of Northeast Ohio, Inc.

 8.28.20
Buyer/Borrower Date
Robert J. Sandyla, Agent for Undisclosed Principal

 8/18/20
Seller Date

Buyer/Borrower Date

Seller Date



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 12704 RIDGE, N. ROYALTON, OH. 44133

Buyer(s): P

Seller(s): KATRINA FERMINIO

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by ROBERT SINDYLA and SINDYLA LAW
AGENT(S) BROKERAGE

The seller will be represented by C. BURMEISTER and BURMEISTER REALTY
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain: _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) CHARLES BURMEISTER and real estate brokerage BURMEISTER REALTY will be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain: _____

☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Robert J. Sindyla 8-28-20
BUYER/TENANT DATE

Katrina Ferminio 7/17/20
SELLER/LANDLORD DATE

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



[Signature] 7/17/20

[Signature] 8/8/20

Robert J. Sandyla, Agent for Undisclosed Principal

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

BURMEISTER REALTY, LTD.

We are pleased you have selected BURMEISTER REALTY, LTD. to help you with your real estate needs. Whether you are selling, buying or leasing real estate, BURMEISTER REALTY, LTD. can provide you with expertise and assistance. Because this may be the largest financial transaction you will ever enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4700, or on their website: www.dor.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their homes for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may also offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agent become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With BURMEISTER REALTY, LTD.

BURMEISTER REALTY, LTD.

does represent both buyers and sellers. When

BURMEISTER REALTY, LTD.

lists property for sale all agents in the brokerage represent the seller. Likewise

BURMEISTER REALTY, LTD.

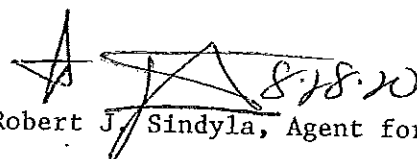
agent, all of the agents represent that buyer.

BURMEISTER REALTY, LTD.

agent wishes to purchase property

listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.


7/17/20


8/28/20

Robert J. Sindyla, Agent for Undisclosed Principal

In the event that both the buyer and seller are represented by BURMEISTER REALTY, LTD. agents these agents will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate in the document of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself in properties BURMEISTER REALTY, LTD. has listed. In that instance BURMEISTER REALTY, LTD. will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

BURMEISTER REALTY, LTD. does offer representation to both buyers and sellers. When BURMEISTER REALTY, LTD. lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. BURMEISTER REALTY, LTD. does reserve the right, in some instances, to pay the compensation it offers to other brokerages. As a seller, you should understand that just because BURMEISTER REALTY, LTD. shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and BURMEISTER REALTY, LTD. will be representing your interests. When acting as a buyer's agent, BURMEISTER REALTY, LTD. also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

KATRINA E. FALMINIO
Name (Please Print)

★
Name (Please Print)

★ Katrina Falminio
Signature Date 2/17/20

★
Signature Date 2-28-20

Robert J. Sindyla, Agent for Undisclosed Principal





STATE OF OHIO

DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials RL Date 7/17/20
Owner's Initials _____ Date _____

Purchaser's Initials [Signature] Date 8-28-20
Robert J. Sindyla, Agent for Undisclosed Principal
Purchaser's Initials _____ Date _____

(Page 1 of 5)

STATE OF OHIO DEPARTMENT
OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 12704 RIDGE RD., N. ROYALTON, OH. 44133

Owners Name(s): KATRINA ERMINIO

Date: 7/17/2020

Owner ☒ is ☐ is not occupying the property. If owner is occupying the property, since what date: _____
If owner is not occupying the property, since what date: _____

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- ☒ Public Water Service
☐ Private Water Service
☐ Private Well
☐ Shared Well

- ☐ Holding Tank
☐ Cistern
☐ Spring
☐ Pond

- ☐ Unknown
☐ Other _____

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☐ Yes
No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☐ Yes ☐ No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- ☒ Public Sewer
☐ Leach Field
☐ Unknown

- ☐ Private Sewer
☐ Aeration Tank
☐ Other _____

- ☐ Septic Tank
☐ Filtration Bed

If not a public or private sewer, date of last inspection: _____ Inspected By: _____

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?
☐ Yes ☒ No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☐ Yes ☒ No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☐ Yes ☒ No
If "Yes", please describe and indicate any repairs completed: _____

Owner's Initials KE Date 7/17/20
Owner's Initials _____ Date _____

Purchaser's Initials [Signature] Date 8-28-20
Robert J. Sindyla, Agent for Undisclosed Principal
Purchaser's Initials _____ Date _____

(Page 2 of 5)

Property Address 12704 RIDGE

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☐ Yes ☒ No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☒ No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

☐ Yes ☒ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? ☐ Yes ☒ No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known	_____	_____	_____
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

★ Owner's Initials He Date 7/17/2020

Owner's Initials _____ Date _____

★ Purchaser's Initials [Signature] Date 7-28-20
Robert J. Sindyla, Agent for Undisclosed Principal
Purchaser's Initials _____ Date _____

Property Address 12704 RIDGE

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

★ OWNER: [Signature]

DATE: 7/17/20

OWNER: _____

DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

★ PURCHASER: [Signature] DATE: 8-18-20
Robert J. Sindyla, Agent for Undisclosed Principal

PURCHASER: _____ DATE: _____

(Page 5 of 5)

Property Address 12704 RIDGE

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☐ Yes ☒ No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? ☐ Yes ☒ No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:
Is the property located in a designated flood plain? Yes ☐ No ☒ Unknown ☐
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes ☐ No ☒ Unknown ☐

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☒ No
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☒ No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). ☐ Yes ☒ No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☒ No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☒ No
If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

1) Boundary Agreement	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	4) Shared Driveway	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Boundary Dispute	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	5) Party Walls	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
3) Recent Boundary Change	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	6) Encroachments From or on Adjacent Property	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:
NO

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

★ Owner's Initials Ke Date 7/17/20
Owner's Initials _____ Date _____

★ Purchaser's Initials [Signature] Date 8/28/20
Robert J. Sindyla, Agent for Undisclosed Principal
Purchaser's Initials _____ Date _____

Earnest Money Deposit Tool Instructions

Step 1: Visit <https://www.ohiorealtitle.com>

Step 2: Click the "Earnest Deposit" link as seen highlighted and circled in the picture below.



Step 3: Upon clicking the link, you will be redirected to <https://www.payerexpress.com/ebp/OHReal/> (PNC Bank Payment Portal) as seen below. You will input the "Property Address" of the home you are purchasing and again in "Confirm Property Address". Be sure to click the reCAPTCHA box prior to clicking "Pay Now".

Step 4: Click "Add A Payment Method"

Home

Messages

Thank You For Your Payment

Pay Direct

© 2008-2019 Paycom Software Inc. All Rights Reserved. | Help | Privacy | Terms of Service | Accessibility | 1-800-393-6343

Step 5: Click the type of account (Personal or Business), then type (Checking or Savings). Fill in the remaining boxes with the information from your check, including Name on the Account, Routing Number and the Account twice. You must also "Agree and Add Account" by checking the box. Click "Add" when complete.

Add A Payment Method

ADD BANK ACCOUNT

Account Type: ☐ Personal ☐ Business

Banking Type: ☐ Checking Account ☐ Savings Account

Name on the Account: _____

Routing Number: _____

Account Number: _____

Pay Direct

By selecting 'Pay Direct' and providing the information you are asked for, you are authorizing Paycom Software to use the information you provide to make payments on your behalf. You are also authorizing Paycom Software to use the information you provide to make payments on your behalf. You are also authorizing Paycom Software to use the information you provide to make payments on your behalf.

Step 6: This brings us back to the previous screen, only now, your banking information is in the system. In the banking section, fill in your Deposit amount in the "Payment Amount" field and choose "01-Earnest Money" in the "Payment Code". For you to continue, please complete "Name" and "Email". The remaining information is optional. The MAXIMUM amount to deposit is \$10,000 per Ohio Good Funds Law.

The screenshot shows the PNC Express website interface. At the top, there's a navigation bar with 'Home' and 'MESSAGES'. Below this, a 'Home' banner is visible. The main content area contains a form for making a payment. The form has several sections: 'Name' (First Name, Last Name), 'Email', 'Payment Amount' (with a dropdown for 'Payment Code'), 'Payment Method' (with a dropdown for 'Payment Code'), and 'Payment Date'. There are also fields for 'Street Address', 'City', 'State', and 'ZIP Code'. A 'Make Payment' button is located at the bottom right of the form. A message at the bottom of the page states: 'Payments confirmed before Monday September 18, 2018 5:00 PM ET will be posted on Monday September 18, 2018. Payments confirmed after Monday September 18, 2018 5:00 PM ET will be posted on Tuesday September 19, 2018.'

Step 7: This brings us to the Terms and Conditions, as well as final review, prior to completing your Earnest Money Deposit. You may print the Terms and Conditions of using this service provided by PNC Bank. You must check the box agreeing to the Terms and Conditions to make the payment. Please review that you have the correct deposit amount, bank account, Name and Email before clicking "Make Payment".

The screenshot shows the 'Verify/Review' page on the PNC Express website. The page has a header with 'Verify/Review' and a '50%' discount indicator. Below the header, there's a section for 'TERMS AND CONDITIONS' with a 'Print' button. The main content area contains a 'Verify/Review' section with a 'Make Payment' button. A checkbox is present for agreeing to the Terms and Conditions. The page also displays a table with columns for 'Item', 'Description', 'Amount', and 'Payment Method'. The table shows a single item with a description of 'Earnest Money Deposit' and an amount of '\$10,000.00'. A 'Make Payment' button is located at the bottom right of the page.

Step 8: You will receive an email confirming your Deposit. It is good practice to forward that confirmation email to your real estate agent as receipt of Earnest Money.

ADDENDUM

I have signed the within Addendum and will sign the Purchase Agreement as the Agent for the Undisclosed Principal after this Addendum has been signed by your client and I am in receipt of a copy of the signed Addendum. With that said the Purchase Agreement is amended as herein after set forth. Upon approval by the Undisclosed Principal on or before September 2, 2020, the name of the Undisclosed Principal shall be made known to the Seller; letter of verification of funds will be delivered within 24 hours to the Escrow Agent; and Undisclosed Principal shall sign and date below the initials inserted by Robert J. Sindyla, (RJS) on behalf of the Undisclosed Principal on all pages 1 thru 5 of the Residential Purchase Agreement, attached Exhibits and this Addendum.

The total purchase price \$175,000.00 shall be deposited with the Escrow Agent, Ohio Real Title, on September 3, 2020.

On or before September 2, 2020, the Buyer shall notify the Seller that it has completed its due diligence to perform or to cause to be performed such tests, studies, reviews and examinations as may be deemed necessary or advisable by Buyer, including without limitation, title searches, surveys, engineering and environmental site assessments to be completed by September 2, 2020. If the Buyer is not satisfied with the results of its due diligence review for any reason whatsoever, Buyer may elect to terminate this Agreement at any time on or before September 2, 2020, in its sole discretion. Any such election to terminate shall be exercisable by Buyer's deliver to Seller of a written notice of termination on or prior to September 2, 2020.

The parties further agree and understand that the Buyer's Acceptance of this Offer is contingent on Buyer's formal duly adopted authorization for purchase of the real property described herein on September 1, 2020. If the Buyer for whatever reasons fails to obtain a duly adopted authorization for purchase on September 1, 2020, this Residential Purchase Agreement shall thereupon be null and void and of no further force or effect.

The Seller upon the Buyer's notification of its intention to proceed with this Residential Purchase Agreement on or before September 2, 2020, the Seller shall retain possession of the real property free of charge until September 30, 2020 at 5:00 PM. During the Seller's possession, the Seller shall maintain renter's or tenant's insurance and shall hold harmless and indemnify the Buyer from any damage(s) resulting to the Seller's personal property. It is the Buyer's responsibility to obtain necessary insurance on the real property upon transfer of the real property at the Closing of this Sale.

This Addendum shall supersede and replace any and all terms and conditions set forth in the attached Real Estate Purchase Agreement not consistent with the terms set forth in this Addendum.

BUYER'S INITIALS AND DATE

Via: Robert J. Sindyla Attorney
For Undisclosed Principal

SELLERS INTIALS AND DATE

UNDISCLOSED PRINCIPAL INITIALS AND DATE

Sindyla Law Offices

Attorneys & Counselors at Law

7425 Royalton Road

North Royalton, Ohio 44133-4743

(440) 230-1700 Phone (440) 230-1699 Fax

rjsindyla@hotmail.com

Attorney:

Robert J. Sindyla, Esq.

Of Counsel:

John R. Sindyla, Esq.

Ronald A. Gainor, Esq.

August 25, 2020

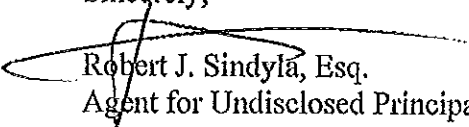
Charles Burmeister
Burmeister Realty
4006 Bader Ave.,
Cleveland, OH 44109

Re: Purchase Agreement for 12704 Ridge Road, North Royalton, OH 44133.

Dear Chuck:

I need the Addendum attached to this letter which I have signed and dated for your client to approve and sign. Upon receipt, I will initial as agent for undisclosed principal the Residential Purchase Agreement you submitted on behalf of your client. If you have any questions, please call. Thank you.

Sincerely,



Robert J. Sindyla, Esq.

Agent for Undisclosed Principal

RJS/kgb

Encl.

cc Undisclosed Principal