

January 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					¹ NEW YEAR'S DAY	²
³	⁴	⁵ COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	⁶ PLANNING COMMISSION 7:00 CAUCUS 6:45	⁷	⁸	⁹
¹⁰	¹¹ CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	¹²	¹³	¹⁴	¹⁵	¹⁶
¹⁷	¹⁸ MARTIN LUTHER KING., JR DAY	¹⁹ COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	²⁰	²¹	²²	²³
²⁴	²⁵	²⁶ RECREATION BOARD 6:00	²⁷	²⁸ BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	²⁹	³⁰
³¹						

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
JANUARY 5, 2021**

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: December 15, 2020
 - b. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
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	Michael Wos
Storm Water	Jessica Fenos
Streets	Vincent Weimer
Utilities	Joanne Krejci
10. Report from Council Representatives to regulatory or other boards:

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

FIRST READING CONSIDERATION

- * 1. **21-01** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF ROCHELLE BEST.
- * 2. **21-02** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF PATROLMAN SCOTT CERRITO.
3. **21-03** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF COREY FLOWERS AS PUBLIC DEFENDER FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
4. **21-04** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AND EXECUTE A CONTRACT WITH CT CONSULTANTS, INC., AS CONSULTING ENGINEER TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF NORTH ROYALTON AND TO APPROVE THE APPOINTMENT OF JUSTIN HASELTON P.E. AS CITY ENGINEER, AND DECLARING AN EMERGENCY.

5. **21-05** - AN ORDINANCE ACCEPTING THE DEDICATION OF 105 FEET OF KIMROSE LANE IN THE ASHLEY WOODS SUBDIVISION FROM NICHOLAS GOREY, AND DECLARING AN EMERGENCY.
6. **21-06** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT, THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR NPDES STORM WATER PERMIT MINIMUM CONTROL MEASURES 1 AND 2, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 21-01

INTRODUCED BY: Marnecheck, Fenos, Barath, Krejci, Dietrich,
Weimer, Wos, Mayor Antoskiewicz

A RESOLUTION ACKNOWLEDGING THE
COMMUNITY SERVICE OF ROCHELLE BEST

- WHEREAS: Ms. Best was hired as Laborer I for the North Royalton Service Department on December 3, 1990; and
- WHEREAS: Ms. Best received her CDL (Commercial Driver's License) on May 27, 1993; and
- WHEREAS: Ms. Best was promoted to Laborer II on February 5, 1996; and
- WHEREAS: Ms. Best was transferred to the North Royalton Wastewater Department as Laborer II on May 5, 2014 and served in this position until her retirement on December 4, 2020; and
- WHEREAS: The Council and the Mayor of the City of North Royalton wish to acknowledge Ms. Best for all of her community service.

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

Section 1. The Council and the Mayor of the City of North Royalton do hereby formally acknowledge the community service of Rochelle Best.

Section 2. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Ms. Best in recognition of her many years of service to the community.

THEREFORE, provided this Resolution 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:

RESOLUTION NO. 21-02

INTRODUCED BY: Marnecheck, Fenos, Barath, Krejci, Dietrich,
Weimer, Wos, Mayor Antoskiewicz

A RESOLUTION ACKNOWLEDGING THE
COMMUNITY SERVICE OF PATROLMAN SCOTT CERRITO

- WHEREAS: Mr. Scott Cerrito was hired as a Patrol Officer on February 10, 1997 for the North Royalton Police Department and served in this post until his retirement on November 13, 2020; and
- WHEREAS: Over his years of service to North Royalton, Patrolman Cerrito attended many classes in his capacity as Patrol Officer such as: Financial Exploitation of Seniors, Domestic Violence Factors, Drone Operations, etc. Mr. Cerrito also received many recommendations and thank you letters from local residents for his work as a Patrol Officer; and
- WHEREAS: The Council and the Mayor of the City of North Royalton wish to acknowledge Patrolman Cerrito for all of his community service.

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

Section 1. The Council and the Mayor of the City of North Royalton do hereby formally acknowledge the community service of Scott Cerrito.

Section 2. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Patrolman Cerrito in recognition of his many years of service to the community.

THEREFORE, provided this Resolution 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:

ORDINANCE NO. 21-03

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF COREY FLOWERS
AS PUBLIC DEFENDER FOR THE CITY OF NORTH ROYALTON, AND DECLARING
AN EMERGENCY

WHEREAS: The position of Public Defender is an appointive position; and

WHEREAS: The Mayor has appointed Corey Flowers as Public Defender; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: Council desires to confirm this appointment.

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 confirms the appointment of Corey Flowers as Public Defender for the City of North Royalton, effective January 12, 2021, and hereby authorizes and directs the Mayor to enter into a contract for Mr. Flowers’ professional services, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

Section 2. The annual salary of said appointed official shall be as previously determined by Council and the Mayor subject to such increases as allowed pursuant to the current non-union wage ordinance.

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 the position of Public Defender is an appointive one and it is immediately necessary to provide for this appointment.

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:

AGREEMENT

This Agreement is entered into this ____ day of _____, 2021, by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio ("State") and duly organized and validly existing under the Constitution and Laws of the State and Corey Flowers, an attorney at law licensed in the State of Ohio and in good standing with the Ohio Supreme Court (hereinafter "City Public Defender").

WHEREAS, the City of North Royalton determined that it is in the best interest of the City that the position of City Public Defender be created and that said position shall be an appointive one pursuant to Section 290.02(b) and it is the desire of Council, to have a contractual relationship with the City Public Defender; and

WHEREAS, the Mayor has appointed Corey Flowers as City Public Defender.

IT IS THEREFORE MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

That, Corey Flowers, shall serve as City Public Defender.

The City Public Defender shall defend all persons who are charged by the City of North Royalton with a misdemeanor or felony offense in either the Mayor's Court or Parma Municipal Court and who qualify for appointment of indigent counsel providing that the City Public Defender, himself, does not have a conflict of interest in such representation. The City Public Defender shall provide representation in Mayor's Court and Parma Municipal court only. Said representation shall cease when and if said defendant is bound over to the grand jury or to the Common Pleas Court, when the case is dismissed or there is an adjudication of guilt or non-guilt. Said representation shall not be compensated beyond handling such matters in the trial court level. Said representation does not extend to appeals to the Court of Appeals or other superior court above the Mayor's Court or Municipal Court.

For services outlined above, the City Public Defender shall receive a salary in an amount as provided by Ordinance of Council and as determined by the Mayor. The salary shall be paid on a monthly basis commencing upon the effective date of this agreement and the amounts shall be subject to the respective contribution to OPERS by the Parties. The Parties agree that the Public Defender is not entitled to any other benefits including but not limited to health insurance.

The City Public Defender may terminate this agreement upon service to the Law Director and Mayor a written notice of termination not less than sixty (60) days prior to the effective date of termination.

The Mayor may terminate this agreement, without cause, upon serving written notice to the City Public Defender at his or her office or home address not less than sixty (60) days prior to the effective date of said termination.

In the event that Council enacts legislation that eliminates the position from the complement and/or removes from the budget the funding necessary to fund the position, this agreement shall terminate.

This agreement shall be construed and governed by Ohio law. There shall be no assignment of this agreement, the services to be provided being deemed personal.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

Mayor Larry Antoskiewicz

Corey Flowers

ORDINANCE NO. 21-04

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AND EXECUTE A CONTRACT WITH CT CONSULTANTS, INC., AS CONSULTING ENGINEER TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF NORTH ROYALTON AND TO APPROVE THE APPOINTMENT OF JUSTIN HASELTON P.E. AS CITY ENGINEER, AND DECLARING AN EMERGENCY

- WHEREAS: In the spring of 2020 the Mayor sought proposals from outside engineers and engineering organizations to provide consulting engineering services to the city including the appointment of a City Engineer; and
- WHEREAS: From those firms determined to be “best qualified” the Mayor has selected the firm CT Consultants, Inc., as Consulting Engineer and Justin Haselton P.E. as City Engineer; and
- WHEREAS: Council authorizes the Mayor to execute various contracts and confirms various appointments made by the Mayor; and
- WHEREAS: It is necessary to keep an accurate record of these various appointments.

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 execute a contract with CT Consultants Inc., naming said organization as the Consulting Engineer of the City for the purpose of providing consulting engineering services to the city 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. Council hereby approves of the Mayor’s appointment of Justin Haselton P.E. as City Engineer. Mr. Haselton’s compensation shall be as set forth in the contract shown as Exhibit A and attached hereto.
- Section 3. Said appointment shall be for the term as stated in the contract or until such time as a successor has been appointed and confirmed.
- Section 4. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.
- 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 have professional engineering services available to the city and to keep accurate public records as to the various appointments made by the Mayor and the dates and terms of said appointment.

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:

**AGREEMENT
BETWEEN THE CITY OF NORTH ROYALTON, OHIO
AND
CT CONSULTANTS, INC.**

THIS AGREEMENT, made this ____ day of _____, in the year Two Thousand and Twenty-One by and between the **CITY OF NORTH ROYALTON**, hereinafter called the "CITY" located at 14600 State Road, North Royalton, Ohio 44133 and **CT CONSULTANTS, INC.** whose corporate office is located at 8150 Sterling Court, Mentor, Ohio 44060, hereinafter called the "ENGINEER".

W I T N E S S E T H:

WHEREAS, the CITY wishes to employ a qualified Engineering and Architectural Consulting firm authorized in the State of Ohio to perform the engineering, architectural and surveying services necessary to meet the challenges and needs of this community through the coming years for and on behalf of the CITY as hereinafter set forth; and

WHEREAS, said ENGINEER is authorized to practice engineering, architectural and surveying services in the State of Ohio as required by law, holding valid and current Certificates of Authorization, and desires to perform such services for the compensation hereinafter described; and

WHEREAS, said ENGINEER currently maintains Engineer's professional liability insurance, limits of which are \$5,000,000 per claim; \$5,000,000 policy annual aggregate; and

WHEREAS, the CITY and the ENGINEER desire that a designated representative of the ENGINEER be appointed to serve as City Engineer and provide the services as hereinafter described.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the CITY and the ENGINEER agree as follows:

I. RETAINER SERVICES

The ENGINEER shall designate and furnish the services of a Professional Engineer to serve the CITY as City Engineer. The City Engineer or his authorized representative shall:

1. The professional designated as City Engineer shall be Mr. Justin Haselton, P.E., who will perform all duties and functions that are required to be conducted and assumed by him/her under the laws of the State of Ohio and the Ordinances of the City of North Royalton, Ohio.

2. The ENGINEER and/or Engineer's designee will establish regular working hours at City Hall for staff meetings and/or progress reports with the CITY under the Retainer Services as outlined herein. The intent of a designee is to duplicate knowledge and services to maintain quality services.
- 2A. Services under Article 1 – Retainer Services will be in effect for ninety (90) days after written authorization; and, will continue on a monthly basis upon mutual agreement of both parties to this Agreement. During this time period, the ENGINEER shall:
 - a. Conduct a thorough review and evaluation of the professional engineering services required by the CITY. We will maintain 30 hours/week of office hours during this 90 day evaluation period.
 - b. The ENGINEER will interview and meet with all City Departments and collect information to assist with this assessment of services.
 - c. On-site time will be carefully logged along with all requests detailing the nature of the services while present on-site.
 - d. The ENGINEER will attend staff meetings and other public meetings held by the City, as needed.
 - e. The ENGINEER will initiate engineering services with a Not to Exceed Fee on any and all capital projects, as requested by the CITY.
 - f. Upon conclusion of the 90-day period, the ENGINEER will provide a written recommendation on options the CITY may consider going forward on a long term basis.
3. Attendance by the ENGINEER at regular Council, Committee and Planning Commission meetings, and other public, legislative or administrative meetings as requested. Represent the CITY to public agencies that; for example may involve the Cuyahoga County Department of Public Works, the Cleveland Division of Water, NEORSD, NOACA, and the State of Ohio.
4. Provide consultation as needed with the CITY Administration in the areas of capital planning and to develop strategies for infrastructure improvements and upgrades that would benefit the CITY. Provide initial consultation, guidance and fiscal/funding strategies from an Economic Development Specialist for up two (2) hours per month.
5. Minor consultation and site inspection(s) with such authorized representatives of the CITY, providing such consultation requires no preparation of detailed plans, detailed estimates or field investigations.
6. Provide qualified staff for Ohio EPA Phase II compliance needed to address requests by and on behalf of North Royalton, and prepare annual reports including but not limited to NPDES Phase 2 and detention/retention reports.
7. Prepare preliminary estimates of construction cost and minor engineering details; and, estimated budgets of engineering and/or technical services in sufficient detail for review and approval.

8. Provide monthly reports of progress of improvements under the ENGINEER's charge, stating conditions of same, together with any other matters of interest as desired by the CITY.
9. Provide consultation services for construction projects being proposed by private developers in the CITY. Consultation shall be performed with respect to construction standards and methods; and such review shall verify compliance with CITY standards and codes. Plan consultation services shall be limited to two (2) hours per applicant or owner; after which, assuming the development moves forward, an appropriate deposit would be requested by the CITY for professional consultation on the development plans.

II. SPECIFICALLY AUTHORIZED SERVICES

Engineering work other than that provided for in Retainer Services in Section 1 shall not be undertaken by the ENGINEER unless specifically requested by the Mayor and authorized by purchase order approved by the Director of Finance or separate written contract signed by the Mayor and approved by the Director of Law and the Director of Finance. No other City official has authority to nor shall authorize the ENGINEER to perform additional engineering services.

The ENGINEER will provide services on an hourly basis at rates prescribed in Exhibit A for authorized services including; but not limited to,

1. Provide assistance and prepare applications for financial assistance such as those performed for Ohio Public Works Commission, CWD, FEMA, ODOT, OEPA, NOACA, NEORS and/or other agencies. Services include preliminary estimates of construction cost and minor engineering details associated with a funding application.
2. Provide the services of an Ohio Certified Plans Examiner to review plans submitted by others to the Building Department of the CITY for Ohio Basic Building Code Compliance.
3. Provide services to review and assess the water and/or sewer rates when so authorized by the CITY.
4. Furnishing land surveys, establishment of boundaries and monuments, line, grade, topographic, easement and right-of-way field surveys and related office plotting of notes, computations, descriptions and drafting.
5. Furnishing of line and grade surveys for the construction of public improvements.
6. Furnishing the services of a field representative to observe the progress of the Contractor's work on public improvement projects and report to the CITY on the Contractor's compliance and progress.

7. Provide on-site inspection of subdivision improvements according to the subdivision regulations of the Planning and Zoning Code of the City of North Royalton, if requested.
8. Review and approve plans; as submitted, for development projects proposed in the CITY. This is normally based on a review fee paid to the CITY by the Applicant or Developer.
9. Provide technical and administrative assistance to the CITY, if needed, for the operation of the Industrial Pretreatment Program.
10. Provide professional services in connection with assessment projects undertaken by the CITY.

III. PUBLIC IMPROVEMENTS

The ENGINEER shall provide the following professional services on specific public and/or private improvements undertaken in and for the CITY only after such services have been authorized by the Mayor or upon approval of City Council:

1. Prepare studies, reports and necessary construction drawings, plans, profiles, technical specifications, contract documents and estimates of cost for public improvements and provide related professional services including; but not limited to, roadways; drainage systems; water distribution system improvements; wastewater collection system and treatment plant improvements; planning; building projects (architectural services); landscape architectural services; and, recreation/parks/trails improvements and upgrades.
2. Observe and serve as the representative of the CITY in the execution of such public work undertaken by the CITY, pursuant to plans and specifications approved by the CITY. Prepare construction contract documents and assist the City during the public bidding phase relevant to CITY projects and improvements so authorized to the ENGINEER.
3. Provide services to perform as the CITY's Equal Employment Opportunity Coordinator and/or the Prevailing Wage Coordinator, where applicable, and so authorized by the CITY.
4. Consult with the CITY and act as City's representative as provided in the General Conditions of a construction contract. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of the CITY's instructions to the Contractor will be issued through the ENGINEER, which shall have authority to act on behalf of the CITY in dealings with the Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall supervise and direct all Construction Project Representatives and such Construction Project Representatives shall

report to and receive their instructions from the ENGINEER relative to the improvements authorized.

5. If requested, provide a full-time, resident project representative and assistant who will act as directed by the ENGINEER in order to provide more extensive representation at construction project sites during the construction phase of any project. The duties and responsibilities of the resident project representative and assistant shall be set forth in Exhibit "B", a copy of which is attached hereto and incorporated herein by reference. The furnishing of such resident project representation shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for the Contractor's failure to perform the construction work in accordance with the contract documents.
6. Furnish to the CITY, plans, specifications and estimates of cost of such improvements for the information and guidance of contractors dealing with the CITY.
7. Provide other technical or administrative services as may be required and authorized by the CITY in connection with capital improvement projects in the CITY or associated with acting as the CITY representative to outside agencies or public authorities.
8. Provide services in connection with the preparation of record drawings of the work and structures as built based upon data furnished by the Contractor and/or the Construction Project Representative.
9. Plans and specifications, sketches, maps, drawings, linens, plats and similar finished documents prepared for the CITY by the ENGINEER, when completed, shall be deposited with the CITY, and shall be retained by the CITY as a record of the City of North Royalton. The CITY shall have all property and proprietary rights with respect to such prepared documents. The Engineer agrees to comply with Ohio Public Records Act.

IV. SITE GRADING AND FOOTING ELEVATION VERIFICATION

- A. The ENGINEER will provide personnel to confirm that footing elevations and site grading are in general conformance with the approved plans on file as approved and authorized by the CITY. The time associated with performing such verification shall not exceed three (3) hours for each site visit including associated travel time.
- B. The ENGINEER shall be provided with 2 working days advanced notice for scheduling of site visits.

V. PERFORMANCE BY THE CITY

A. The CITY without expense to the ENGINEER, will;

1. Make available from its files, data relating to all engineering projects.
2. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required by the ENGINEER to perform its services under this Agreement.
3. Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defect in any project, so that the ENGINEER may investigate and make recommendations to the CITY.
4. Furnish and bear all costs incident to approvals and permits from all governmental authorities having jurisdiction over any project undertaken hereunder and such approvals and consents from others as may be necessary for completion of the project.
5. Furnish testing and laboratory inspecting services; or, utilize the ENGINEER to coordinate and secure these services.

VI. INSURANCE & INDEMNIFICATION

A. Insurance:

The ENGINEER shall comply with all workers' compensation laws of the State of Ohio and shall carry at least the following minimum private insurance coverage:

1. General Liability and Comprehensive Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00 aggregate) for injuries, including those resulting in death, to any personal, and property damage.
2. Said insurance shall be maintained in full force and effect during the life of this Agreement and shall protect the CITY, its employees, agents, and representatives from claims for damages for personal injury and wrongful death and for damages to property proximately caused, in the performance of the professional services mutually contemplated by the parties herein arising in any manner from the negligent or wrongful acts, errors or omissions of the ENGINEER, their employees, agents or representatives in the performance of the services under this Agreement.

B. Indemnification:

1. The ENGINEER hereby agrees to indemnify and hold the CITY harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character proximately caused, in the performance of the professional services mutually contemplated by the parties herein arising out of the acts, omissions and/or negligence of the ENGINEER'S employees, subcontractors, materialmen, agents or others acting in concert with the ENGINEER.

VII. FEES FOR SERVICES

1. As compensation for services provided under Article I, the ENGINEER shall be paid **a monthly retainer of Six-Thousand Five Hundred Dollars (\$6,500). Payment will discontinue under this Article after three (3) months unless mutually extended by both parties.**
2. Fees for services provided by the ENGINEER under Articles II and III of this Agreement shall be paid on an hourly basis per the current Hourly Billing Rate Schedule attached as Exhibit A. The burdened hourly rate includes salaries and wages of personnel plus company overhead and profit. ***Services for specific tasks and/or capital improvement projects shall only proceed upon written authorization and a not to exceed fee.*** Fees for engineering services shall not be exceeded without written authorization.
3. Fee for services provided by the ENGINEER under Article IV will be a lump sum fee of \$500 for a footing elevation verification and a separate lump sum fee of \$400 for a final site grading verification. Lump sum fees include submission of field reports and all travel expenses. Time required for verification of elevations/grading in excess of (3) hours per visit or for repeat verifications shall be invoiced at an additional rate of \$90 per hour. Invoices will be submitted monthly based. Invoices are due upon receipt and past due 30 days after receipt.

VIII. ADDITIONAL SERVICES

- A. When authorized or directed in writing by the CITY's authorized representative, the ENGINEER shall perform the following supplemental services:
 1. Analyze operations, maintenance and overhead expenses; prepare rate schedules, earnings and expense statements, feasibility studies, appraisals and evaluations, detailed quantity surveys of materials, equipment and labor, audits of inventories, and operating or maintenance manuals; and instruct CITY personnel in operating or maintenance techniques.
 2. Furnish the services of special consultants.
 3. Furnish renderings, exhibits, or models of any part or all of any project.
 4. Serve as an expert witness in administrative or judicial proceedings.
 5. Travel to places other than the CITY in connection with the performance of supplemental services.

IX. CONFLICT OF INTEREST

- A. Unless otherwise directed by the CITY, the ENGINEER, including all staff members, shall not be employed or receive compensation from any developer for planning of or in seeking approval of any subdivision or development within the corporate limits of the CITY during the time the ENGINEER is employed as City Engineer.

X. CONFIDENTIALITY

- A. The ENGINEER shall not, either during or after the term of the Agreement, disclose to any third party, or use for its own benefit, any confidential information relative to the services or the business of the CITY without the written consent of the CITY. The provisions of this section shall survive the satisfaction of the obligations and the completion of the term of this Agreement.

XI. TERM OF AGREEMENT

- A. The term of this Agreement is ninety days from the date of written authorization from the CITY. The parties may mutually agree to extend the Agreement for an additional month to complete the evaluation period.
- B. This Agreement may be terminated by either party by written notice of intent to terminate thirty (30) days prior to the effective date; said notice shall be delivered by registered mail or certified mail with return receipt requested, or personal service by the party desiring to terminate the Agreement. The Agreement shall remain in full force and effect for such 30-day period, unless mutually agreed otherwise. It is agreed to by both parties that the ENGINEER is permitted to complete projects previously authorized by the CITY. No new engineering work shall be initiated or undertaken by the ENGINEER for plans, specifications and estimates of cost for construction of sewers, water lines, pavements or other major project except by formal authorization from City Council.

IN WITNESS WHEREOF, the parties hereto have set their hands and day and year first above written. The signature of the CITY OF NORTH ROYALTON, OHIO being affixed by its Mayor.

CITY OF NORTH ROYALTON, OHIO

CT CONSULTANTS, INC.

By: _____
Larry Antoskiewicz
Mayor

By: _____
Richard J. Iafelice, P.E., P.S.
Vice President

APPROVED AS TO LEGAL FORM:

Thomas A. Kelly, Law Director

EXHIBIT A

A schedule of hourly rates by personnel classification is provided as reference. The complexity of a task and/or project may or may not require special expertise; however, our schedule includes those employees with specialized skills available to assist with projects and tasks requested by the City of North Royalton. CT Consultants offers these skills in-house over a wide range of staff so it is difficult to categorize a single hourly rate for each classification. These disciplines include traffic, structural/bridge, environmental, highway, drainage, architectural, landscape architectural, mechanical and electrical, grant writing, surveying, and construction administration and inspection.

2021 Rate Schedule

Classification	Billing Rate (/hr)	
City Engineer	\$150	
Engineer 1	\$75-83	
Engineer 2	\$80-99	Applied only for specific project engineering tasks that the City Engineer works on
Engineer 3	\$95-124	
Designer 3	\$122-135	
Engineer Intern	\$40-53	
Project Manager	\$115-\$165	
Project Engineer	\$115-150	
Senior Structural Engineer	\$140-153	
Professional Surveyor/Manager	\$115-150	
Survey Chief	\$75-124	
One-Person Survey Crew	\$75-124	
Two-Person Survey Crew	\$150-175	
GIS Specialist	\$85-98	
Construction Project Manager	\$100-149	
Construction Observer	\$70-108	
Contract Administrator	\$75-100	
Grants Writers	\$77-140	
Planner 3	\$120-150	
Senior Landscape Architect	\$110-155	
Landscape Architect	\$80-115	
Landscape Designer	\$80-94	

Rates include all transportation, materials, supplies, reproduction costs, clerical, overhead, etc. required. Rates are firm through 2021 and are subject to adjustment in succeeding years .

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between North Royalton (Owner) and CT Consultants, Inc. (Engineer) for Professional Services** dated ____, ____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article III.5 of the Agreement is amended and supplemented to include the following agreement of the parties:

A1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit B may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s superintendent, assist in providing information regarding the intent of the Contract Documents.

b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern. .

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

AN ORDINANCE ACCEPTING THE DEDICATION OF 105 FEET OF KIMROSE
LANE IN THE ASHLEY WOODS SUBDIVISION FROM NICHOLAS GOREY, AND
DECLARING AN EMERGENCY

- WHEREAS: There has been submitted to Council a plat signed by all necessary parties thereon, dedicating for “record purposes only” to the city approximately 105 feet of Kimrose Lane in the Ashley Woods Subdivision from Nicholas Gorey; and
- WHEREAS: Now Nicholas Gorey desires to dedicate for public use approximately 105 feet of Kimrose Lane in the Ashley Woods Subdivision; 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 105 feet of Kimrose Lane in the Ashley Woods Subdivision from Nicholas Gorey 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:

UTILITY EASEMENTS

WE THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE ILLUMINATING COMPANY, AT&T, CHARTER COMMUNICATIONS, AND WIDE OPEN WEST, COLUMBIA GAS CO., THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEEES) A PERMANENT RIGHT-OF-WAY AND EASEMENT UNDER, OVER, AND THROUGH ALL LANDS OWNED BY THE GRANTOR AS SHOWN HEREON WITHIN THE PRIVATE RIGHT-OF-WAY TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE SUCH UNDERGROUND ELECTRIC, GAS, AND COMMUNICATIONS CABLES, DUCTS, CONDUITS, PIPES, GAS PIPE LINES, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS ARE DEEMED NECESSARY OR CONVENIENT BY THE GRANTEE FOR DISTRIBUTING, TRANSPORTING, AND TRANSMITTING ELECTRICITY, GAS, AND COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATION AS THE GRANTEEES MAY DETERMINE UPON, WITHIN AND ACROSS SAID EASEMENT PREMISES. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE TO REMOVE ANY AND ALL FACILITIES NOT CONTEMPLATED IN THE RIGHTS CONVEYED TO THE GRANTEEES BY THIS EASEMENT GRANT WITHIN SAID EASEMENT NOT LIMITED TO IRRIGATION SYSTEMS, ELECTRONIC ANIMAL FENCING, TREES, AND LANDSCAPING INCLUDING LAWNS, FLOWERS OR SHRUBBERY AND LANDSCAPE LIGHTING WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE, REPAIR OR OPERATION OF SAID ELECTRIC, GAS AND COMMUNICATIONS FACILITIES. THE RIGHT TO INSTALL, REPAIR, AUGMENT, AND MAINTAIN SERVICE CABLES AND PIPE LINES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES OR THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS RIGHT-OF-WAY AND EASEMENT GRANT.

GRANTOR: NICHOLAS GOREY
BY: NICHOLAS GOREY

GRANTEEES:
ILLUMINATING COMPANY
AT&T
CHARTER COMMUNICATIONS
WIDE OPEN WEST
COLUMBIA GAS COMPANY

SIGN: *Nancy L. Papa*
PRINT: SARA L. DAPA

SIGN: *Pam Hamilton*
PRINT: PAM HAMILTON

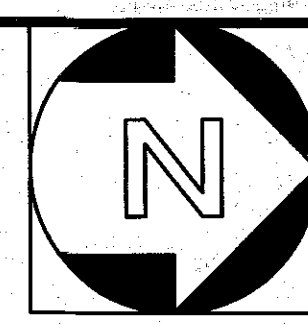
SIGN: *James E. Long*
PRINT: JAMES E. LONG

SIGN: *Larry Burriel*
PRINT: LARRY BURRIEL

SIGN: *Dan Suran*
PRINT: DAN SURAN

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - I
LPLAT 1/31/2020 3:35:15 PM
202001310846

CUYAHOGA COUNTY FISCAL OFFICER
487-11-009
487-12-007
LONG, JIMMY E. & CLARICE L. Tax Dist. 3240
Plat
State Arit. \$ 0.00
Conv. Fee: \$ 0.00
First American Title Ins. Co. TOTAL: 258,900
LUC: \$100 EX:
LAND: 62,200
BLDG: 198,700

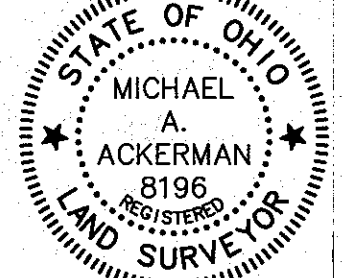


DATE	REVISIONS	BY
12/17/19	UPDATE CLAUSES; ADD U.E.L. PER REVIEW	M.A.

MAP OF LOT SPLIT, CONSOLIDATION & DEDICATION "FOR RECORD PURPOSES ONLY" MADE FOR AND AT THE INSTANCE OF NICHOLAS GOREY AND JIMMY E. & CLARICE L. LONG

BEING THE REMAINDER PARCEL IN A LOT SPLIT AS SHOWN BY THE RECORDED PLAT IN VOLUME 259, PAGE 62 OF CUYAHOGA COUNTY MAP RECORDS AND PART OF ORIGINAL ROYALTON TOWNSHIP LOT 18 NOW IN THE CITY OF NORTH ROYALTON CUYAHOGA COUNTY, OHIO

THIS PLAT IS BASED UPON A FIELD SURVEY. DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF; BEARINGS ARE REFERENCED TO THE CENTERLINE OF AKINS ROAD HAVING A BEARING OF DUE EAST-WEST AS SHOWN ON A LOT SPLIT RECORDED IN VOL. 259 PG. 62 OF CUYAHOGA COUNTY MAP RECORDS AND ARE USED TO INDICATE ANGLES ONLY. ALL OF THE ABOVE WHICH IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF.



Michael A. Ackerman 12/20/2019
MICHAEL A. ACKERMAN
REGISTERED SURVEYOR NO. 8196

24" x 36"
This Survey Plat complies with the Cuyahoga County Transfer and Conveyance Standards and is hereby approved.
Plat Vol. _____ Pg. _____
T.M. _____
Agent
June 31, 2020

IT IS THE INTENT OF THIS PLAT TO:
- EXTEND KIMROSE LANE RIGHT-OF-WAY AS SHOWN.
- SPLIT AREA "A" FROM EXISTING P.P.N. 487-11-009.
- SPLIT AREA "B" & PARCEL "CC" FROM EXISTING P.P.N. 487-12-007
- CONSOLIDATE SPLIT AREA "B" WITH THE REMAINDER OF P.P.N. 487-11-009 TO CREATE PARCEL "AA" AS SHOWN HEREON.
- CONSOLIDATE SPLIT AREA "A" WITH THE REMAINDER OF P.P.N. 487-12-007 TO CREATE PARCEL "BB" AS SHOWN HEREON.

SURVEY REFERENCES:
REC= LOT SPLIT FOR GEORGE & JULIANNA TANSKI VOL. 259 Pg. 62 C.C.M.R.
REC. 2= ASHLEY WOODS PHASE II VOL. 256 Pgs. 82-83 C.C.M.R.

NOTES:
1. "IR. PIN SET" INDICATES 5/8" DIAMETER BY 30" LONG REBAR WITH IDENTIFICATION "D.G. BOHNING ASSOC."

DB DONALD G. BOHNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125
PHONE: (216) 642-1130 FAX: (216) 642-1132

HORIZ. SCALE	VERT. SCALE	DATE	FILE NO.	ORDER NO.
1"=100'	1"=10'	M.D. M.A. MAY, 2019	493600LC	4936

OWNERS ACCEPTANCE & DEDICATION:
I THE UNDERSIGNED, NICHOLAS GOREY, OWNER OF THE PROPERTY SHOWN HEREON, DO HEREBY ACCEPT THIS LOT SPLIT/CONSOLIDATION, AND DO HEREBY DEDICATE THE STREET "FOR RECORD PURPOSES ONLY" AT THIS TIME AND THAT SUCH APPROVAL DOES NOT CONSTITUTE THE ACCEPTANCE FOR PUBLIC USE OF ANY STREETS OR OTHER LANDS WHICH THIS PLAT INDICATES SHALL BE DEDICATED TO SUCH USE AS SHOWN HEREON IN GRAPHIC SYMBOL, AND ACKNOWLEDGE THAT THE SAME WAS MADE AT OUR REQUEST.

BY: NICHOLAS GOREY

NOTARY
STATE OF OHIO } SS
COUNTY OF CUYAHOGA

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE INDIVIDUAL WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT SUCH INSTRUMENT IS THEIR FREE ACT AND DEED.

IN WITNESS THEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO THIS 22nd DAY OF June 2020

NOTARY PUBLIC

OWNERS ACCEPTANCE
WE THE UNDERSIGNED, JIMMY E. & CLARICE L. LONG, OWNERS OF THE LAND SHOWN HEREON, DO HEREBY ACCEPT THIS LOT SPLIT/CONSOLIDATION, AND ACKNOWLEDGE THAT THE SAME WAS MADE AT OUR REQUEST.

BY: JIMMY E. LONG
BY: CLARICE L. LONG

NOTARY
STATE OF OHIO } SS
COUNTY OF CUYAHOGA

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE INDIVIDUALS WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT SUCH INSTRUMENT IS THEIR FREE ACT AND DEED.

IN WITNESS THEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO THIS 22nd DAY OF June 2020

NOTARY PUBLIC

APPROVALS:
CITY ENGINEER
THIS PLAT HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF NORTH ROYALTON, OHIO, ON THIS 17th DAY OF 2019, JANUARY, 2020.

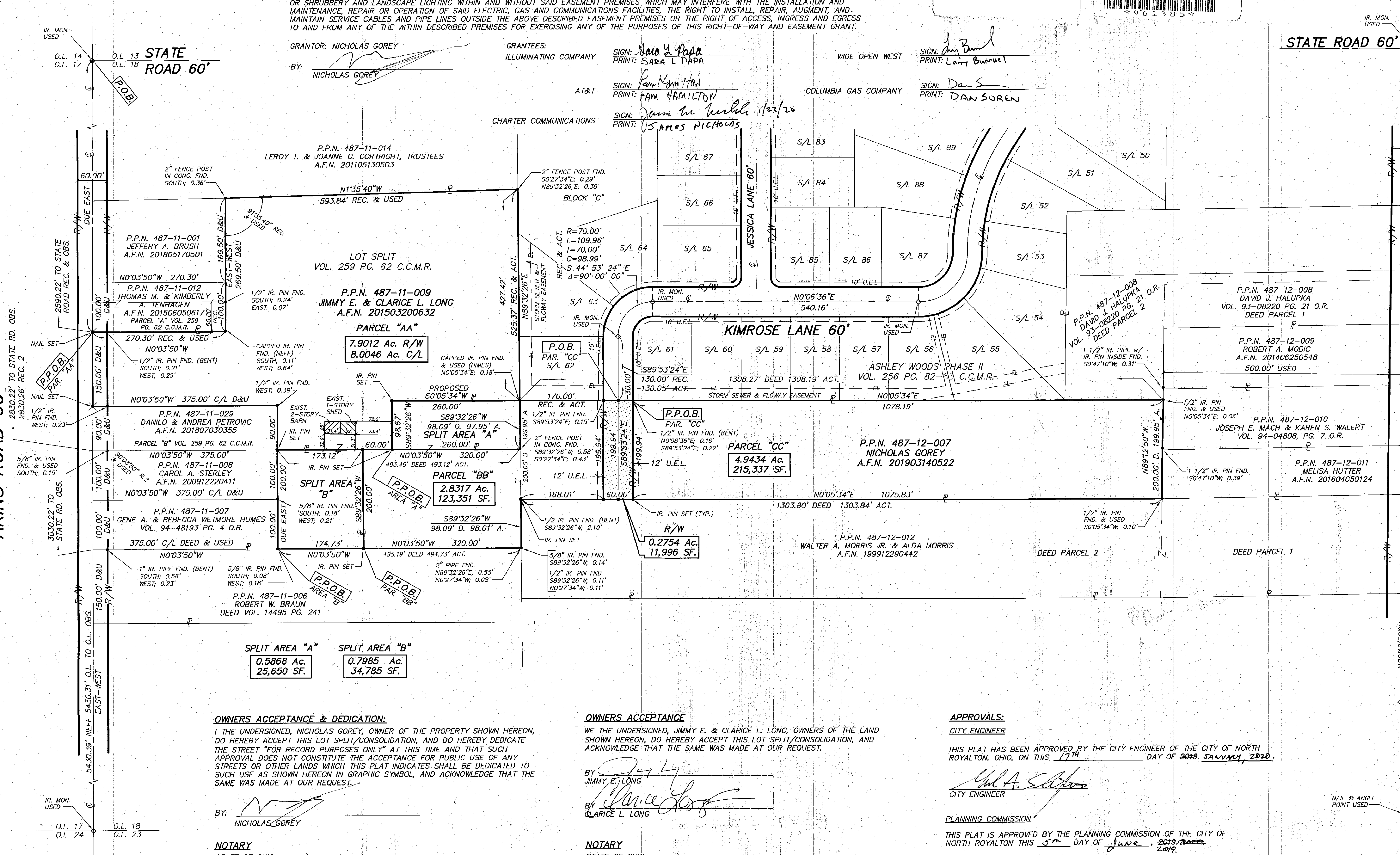
CITY ENGINEER

PLANNING COMMISSION
THIS PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NORTH ROYALTON THIS 5th DAY OF June, 2019, 2020.

PLANNING COMMISSION SECRETARY

AKINS ROAD 60'

ROYALTON ROAD, S.R. 82 (Variable)



ORDINANCE NO. 21-06

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT, THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR NPDES STORM WATER PERMIT MINIMUM CONTROL MEASURES 1 AND 2, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton, the Cuyahoga Soil and Water Conservation District and the Northeast Ohio Regional Sewer District recognize the need for effective collaboration in carrying out Clean Water Act responsibilities, especially related to National Pollutant Discharge Elimination System (NPDES) rules; and

WHEREAS: It is therefore necessary to authorize the Mayor to enter into a Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District, the Northeast Ohio Regional Sewer District and the City of North Royalton for NPDES Storm Water Permit Minimum Control Measures 1 and 2.

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 Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District, the Northeast Ohio Regional Sewer District and the City of North Royalton for NPDES Storm Water Permit Minimum Control Measures 1 and 2 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 a Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District, the Northeast Ohio Regional Sewer District and the City of North Royalton for NPDES Storm Water Permit Minimum Control Measures 1 and 2 to provide for an effective collaboration in carrying out Clean Water Act responsibilities, especially related to National Pollutant Discharge Elimination System (NPDES) rules.

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:

MEMORANDUM OF UNDERSTANDING for 2021-2025
Between the Cuyahoga Soil and Water Conservation District
and the
Northeast Ohio Regional Sewer District
and the
City of North Royalton

This Memorandum of Understanding ("MOU") is made this ____ day of _____ ("Effective Date"), between the Cuyahoga Soil and Water Conservation District (SWCD) and the Northeast Ohio Regional Sewer District (NEORS), pursuant to the authority of Board Resolution 299-20, adopted November 5, 2020 and North Royalton for providing technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of conservation education, stewardship, and public involvement activities that also corresponds to the City's Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities and public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, such as what is required in the National Pollutant Discharge Elimination System (NPDES) permit, the City, the Cuyahoga Soil and Water Conservation District (SWCD), and NEORS accept this agreement as the document which describes the process for exchange. Cooperation between these units of government facilitates better awareness of environmental issues and potential solutions for a healthier environment. In providing conservation *education* assistance and expertise to the City, the SWCD hopes to influence citizens to better protect and conserve soil and water resources. The Ohio Revised Code, Chapter 940, describes the District's authority for engaging in this MOU.

Additionally, NEORS is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measure Nos. 1, 2, 3, and 6 under NEORS's Regional Stormwater Management Code (Title V), and is further authorized to provide such services through agreements with service providers such as the SWCD.

The SWCD, NEORS, and the City have mutually agreed to this scope of assistance related to education, stewardship, and public involvement for the conservation of soil and water resources.

Cuyahoga SWCD Conservation Program

The SWCD will work with the City to provide a conservation program that includes public education and public involvement, such as that listed in the City's Storm Water Management Plan, local watershed action plan, and/or balanced growth plans, or others as mutually agreed upon. The goal of the education, stewardship and public involvement program is to reach diverse stakeholders, including City residents, City staff, school children, etc. through the following services:

1. SWCD staff will coordinate activities and facilitate program implementation with feedback from the City's designee and/or through an annual stakeholder meeting.
2. SWCD staff will attend City council meetings, as requested.

3. SWCD will assist the City in planning and promotion of a local pollution prevention or clean water event and assist in identifying partnerships with various community stakeholders. Events may include stream clean ups, drain stenciling, water festivals or other activities to engage the public.
4. SWCD will create a variety of educational materials, including brochures, fact sheets, newsletters, newsletter articles, web-based information for the City's use, special mailings, educational posters and school programs, such as age-specific student programs and teacher workshops related to conservation concerns, including watershed issues, soils and water.
5. SWCD will provide opportunities for student involvement in local, state and national programs and competitions.
6. On the City's behalf, the SWCD will participate in the Northeast Ohio Public Involvement and Public Education Work group (NEO PIPE). Products produced by the NEO PIPE Work Group will be shared with the City.
7. The SWCD will seek opportunities to maximize impact and minimize additional program costs related to printing large quantities of selected materials that become available to the public.
8. The SWCD will provide an annual report of all activities undertaken, including copies of all fliers, notices, and types of stakeholders reached, attendance records and any data collected.

City's Role

1. The City will designate someone to serve as the liaison to the Cuyahoga SWCD and to help provide guidance regarding conservation education and public involvement and with coordination of activities such as improvement days, storm drain stenciling, and watershed planning activities.
2. The City will help to identify potential leaders, including civic leaders, civic groups, senior organizations, fraternal groups, scout leaders, school liaisons, business leaders and anyone else that should be contacted through an outreach program.
3. The City will disseminate program information in a timely manner.
4. The City will assume full responsibility for completion and submittal of their required annual reports.

Agreed Procedures

- The City agrees to grant an annual conservation appropriation to the SWCD, not to exceed \$6,000 for a one-year term, following the Effective Date, and the Cuyahoga SWCD agrees to use the grant funds to provide a conservation program for the City.
- The City will provide a resolution to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.
- That the SWCD is a conservation technical and education service agency and therefore is not granted regulatory authority in the Ohio Revised Code.

- That the working relationship will be defined to include lines of communications with appropriate departments. The SWCD and the City will meet at least once a year to coordinate a work plan and exchange information with the goal of developing a multi-disciplinary approach to resource management.
- SWCD will provide a written annual report, relevant to its role, as outlined in this MOU.
- That credit will be given jointly to the SWCD and the City in any conservation publications produced.
- That all parties will review quality of service and address concerns as they arise.
- The City recognizes the SWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
- All services of the SWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap, or political persuasion.

Coordination between NEORSD and SWCD

1. In accordance with Title V of NEORSD's Regional Stormwater Management Code, NEORSD will provide an appropriation in the amount of \$6,000 to the City, which shall use such appropriation to pay the Cuyahoga SWCD to carry out the services set forth in this MOU.
2. NEORSD and SWCD shall jointly plan annual MCM #1 and MCM #2 activities.
3. SWCD shall provide the District with monthly reports of services provided to each community.

Term, Renewal, Termination

The term of this MOU shall commence on the date (the "Initial Effective Date") SWCD receives written notice from the City, in a form approved by SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the City has agreed to grant funds, in an amount agreed to by the parties, to support SWCD's general operations for the following 12-month period (the "Initial City Notice"). The parties acknowledge, understand, and agree that any such funding shall be for the purposes of the SWCD's providing Phase II services for a period of 12 *calendar* months following the Initial Effective Date (the "Initial MOU Term") and that this MOU shall terminate on the 12-month anniversary of the Initial Effective Date.

This MOU may be amended or terminated at any time by mutual consent of all parties.

In witness thereof, the Memorandum executed and agreed to on the latest day, month and year written below:

Cuyahoga Soil & Water
Conservation District

City of North Royalton

By:
Chair

By: Hon. Larry Antoskiewicz

Date:

Date:

Northeast Ohio Regional Sewer District

By: Kyle Dreyfuss-Wells
Chief Executive Officer

And: Darnell Brown, President
Board of Trustees

Date:

Date:

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

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CUYAHOGA SOIL AND WATER
CONSERVATION DISTRICT

CITY OF NORTH ROYALTON

FOR

2021 PHASE II TECHNICAL ASSISTANCE
IMPLEMENTING SOIL AND WATER
CONSERVATION MEASURES

Total Approximate Cost: \$6,000

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

CHIEF LEGAL OFFICER

Date

CERTIFICATION

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

CHIEF FINANCIAL OFFICER

Date