

# February 2021

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

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

# March 2021

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**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
FEBRUARY 16, 2021**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

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**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: February 2, 2021
  - 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 Vos
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. **21-35** - A RESOLUTION AUTHORIZING THE MAYOR, CITY ENGINEER AND WASTEWATER SUPERINTENDENT TO TAKE SUCH ACTION AS MAY BE NECESSARY TO APPLY TO THE ENVIRONMENTAL PROTECTION AGENCY FOR PERMISSION TO CONVERT WASTEWATER TREATMENT PLANT B INTO A PUMPING STATION, AND DECLARING AN EMERGENCY.
- \* 2. **21-36** - AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO CERTIFY TO THE AUDITOR OF CUYAHOGA COUNTY THE UNPAID COST OF CUTTING OF WEEDS, GRASS AND WOODY VEGETATION FOR LEVY AND COLLECTION, AND DECLARING AN EMERGENCY.
3. **21-37** - AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF ENERGY CONSERVATION REFUNDING BONDS OF THE CITY OF NORTH ROYALTON, OHIO IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,850,000 TO REFUND THE CITY'S OUTSTANDING ENERGY CONSERVATION IMPROVEMENT BONDS ISSUED IN 2019, AND DECLARING AN EMERGENCY.

4. **21-38** - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(S), AND DECLARING AN EMERGENCY.
5. **21-39** - AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE CUYAHOGA COUNTY HEALTHY URBAN TREE CANOPY GRANT PROGRAM, AND DECLARING AN EMERGENCY.
6. **21-40** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF FOUR (4) 2021 FORD INTERCEPTORS FOR THE NORTH ROYALTON POLICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR LARKIN GREENWOOD FORD, FOR AN AMOUNT NOT TO EXCEED \$129,600.00, AND DECLARING AN EMERGENCY.
7. **21-41** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 7 POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
8. **21-42** - AN ORDINANCE REQUESTING THE CIVIL SERVICE COMMISSION TO PROVIDE A PROCESS ALLOWING FOR THE LATERAL TRANSFER OF POLICE OFFICERS AND FIREFIGHTERS/ PARAMEDICS TO THE CITY OF NORTH ROYALTON, OHIO FROM ANOTHER OHIO JURISDICTION AND TO AUTHORIZE THE MAYOR TO SELECT CANDIDATES FOR POLICE OFFICERS AND/OR FIREFIGHTERS/PARAMEDICS FROM THE CURRENT ELIGIBILITY LIST OR THE LATERAL TRANSFER LIST, AND DECLARING AN EMERGENCY.
9. **21-43** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 14 BUILDING AND HOUSING CODE, BY AMENDING CHAPTER 1466 FLOOD DAMAGE PREVENTION, SECTION 1466.14 APPLICATION REQUIRED BY ADDING PARAGRAPH (e)(7), AND SECTION 1466.32 ASSURANCE OF FLOOD CARRYING CAPACITY BY ADDING PARAGRAPH (d), AND CHAPTER 1492 CONTROLLING RIPARIAN SETBACKS AND WETLAND SETBACKS, SECTION 1492.06 ESTABLISHMENT OF RIPARIAN SETBACKS AND WETLAND SETBACKS BY AMENDING PARAGRAPH (b), AND DECLARING AN EMERGENCY.
10. **21-44** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH MEDINA COUNTY FOR THE BOSTON ROAD RESURFACING PROJECT, BETWEEN W. 130<sup>TH</sup> STREET AND STATE ROUTE 3, AND DECLARING AN EMERGENCY.
11. **21-45** - AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A TEMPORARY EASEMENT TO CERTAIN LAND DESCRIBED THEREIN TO CUYAHOGA COUNTY FOR THE SPRAGUE ROAD IMPROVEMENT PROJECT IN CONSIDERATION OF THE PAYMENT OF THE SUM OF \$4,550.00, AND DECLARING AN EMERGENCY.
12. **21-46** - AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A DEED TRANSFERRING CERTAIN LAND DESCRIBED THEREIN TO CUYAHOGA COUNTY FOR THE SPRAGUE ROAD IMPROVEMENT PROJECT IN CONSIDERATION OF THE PAYMENT OF THE SUM OF \$7,100.00, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

A RESOLUTION AUTHORIZING THE MAYOR, CITY ENGINEER AND WASTEWATER SUPERINTENDENT TO TAKE SUCH ACTION AS MAY BE NECESSARY TO APPLY TO THE ENVIRONMENTAL PROTECTION AGENCY FOR PERMISSION TO CONVERT WASTEWATER TREATMENT PLANT B INTO A PUMPING STATION, AND DECLARING AN EMERGENCY

- WHEREAS: The North Royalton Consolidated Sewer District operates two wastewater treatment plants, “A” and “B”; and
- WHEREAS: “B” Plant is aging and may need significant and expensive repairs and upgrades within the next three to five years; and
- WHEREAS: Council desires to explore all possible avenues to serve the public and to do so in the most efficient and economical manner; and
- WHEREAS: Council desires to explore the potential of converting B Plant into a pumping station for the potential cost savings that would be derived therefrom; and
- WHEREAS: Any action to make such a conversion must begin with preliminary approval from the EPA.

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 of the City of North Royalton does hereby authorize the Mayor, City Engineer and Wastewater Superintendent to inquire, seek and apply to the EPA for permission to convert B Plant into a pumping station and such other modifications as may be required to effect such a change.
- Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- 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. 21-36

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO CERTIFY TO THE AUDITOR OF CUYAHOGA COUNTY THE UNPAID COST OF CUTTING OF WEEDS, GRASS AND WOODY VEGETATION FOR LEVY AND COLLECTION, AND DECLARING AN EMERGENCY

- WHEREAS: Section 660.14 of the Codified Ordinances of the City of North Royalton requires all property owners to maintain their lots and keep them free of any and all noxious weeds, grass and woody vegetation; and
- WHEREAS: Section 660.14 outlines the procedures that the city must follow in the event that any property is not properly maintained; and
- WHEREAS: The city has properly followed all procedures in Section 660.14 and has determined that certain property owners have failed to comply with Section 660.14; and
- WHEREAS: The city has expended manpower and resources to bring certain properties into compliance and has followed all procedures to issue invoices to the various property owners for payment of the cost of such maintenance performed by the city, which invoices have remained unpaid; and
- WHEREAS: In order for the city to collect these delinquent charges, it is necessary to assess these amounts and to certify these delinquent charges to the Auditor of Cuyahoga County for placement on the tax duplicate.

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 statements contained in the preamble listed above are hereby incorporated herein fully by reference. Council hereby authorizes the certification of the attached assessments by permanent parcel number, which charges include the cost of grass cutting plus an additional collection cost of \$70.00 in accordance with Section 660.14. A copy of these assessments is attached hereto as Exhibit A and incorporated as of fully rewritten.
- Section 2. The Director of Finance is hereby authorized and directed to provide for said assessment with the Auditor of Cuyahoga County.
- 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 the certification to preserve public funds.

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:

Special Assessment Certification - Weeds and Grass

Section 660.14 of the Codified Ordinances of the City of North Royalton

The Following list of Special Assessment charges is hereby certified in one (1) installment to be collected for the tax year 2021

	PARCEL NUMBER	NAME	ADDRESS	AMOUNT CERTIFIED	
1	481-09-011	Carl Kannenburg	10137 Sprague Road	\$	235.00
2	481-12-004	Igor Ternovsky	8490 Cedarwood Road	\$	355.00
3	487-10-027	Misael & Nadia Minaya	4861 Royalton Road	\$	260.00
GRAND TOTAL				\$	850.00

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF ENERGY CONSERVATION  
REFUNDING BONDS OF THE CITY OF NORTH ROYALTON, OHIO IN A PRINCIPAL AMOUNT NOT  
TO EXCEED \$2,850,000 TO REFUND THE CITY'S OUTSTANDING ENERGY CONSERVATION  
IMPROVEMENT BONDS ISSUED IN 2019, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton, Ohio (the "City") previously issued its \$2,910,000 Energy Conservation Improvement Bonds, Series 2019, dated May 7, 2019 (the "Series 2019 Bonds"), to finance the construction and installation of a City-wide energy conservation project, including all necessary appurtenances thereto; and

WHEREAS: The Council of the City (the "Council") has determined that it is in the best interest of the City, in order to achieve debt service savings, to issue bonds to refund all or a portion of the outstanding Series 2019 Bonds (the "Refunded Bonds"); and

WHEREAS: The Director of Finance of the City (the "Director of Finance") has previously certified to this Council that the estimated life of the projects financed with the Refunded Bonds was, at the time of the original issuance of the Refunded Bonds, at least five years and has further certified the maximum maturity of the Refunded Bonds; and

WHEREAS: The Director of Finance has certified to the maximum maturity of the bonds proposed to be issued.

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

Section 1. It is declared necessary to issue bonds (the "Bonds") of the City in an aggregate principal sum not to exceed \$2,850,000 for the purpose of refunding the Refunded Bonds, paying the costs of refunding the Refunded Bonds, the costs of issuance of the Bonds and any redemption premium. The aggregate principal amount of Bonds to be issued shall be in an amount determined by the Director of Finance and set forth in the Certificate of Award (described below) as the amount required to be issued, taking into account any original issue discount and/or original issue premium on the sale of the Bonds, in order to refund the Refunded Bonds and pay any expenses relating to the refunding of the Refunded Bonds and the issuance of the Bonds.

Section 2. The Bonds shall be issued in one lot and only as fully registered Bonds. The Bonds may be issued in the denomination of \$100,000 and any multiples of \$1,000 in excess of \$100,000 ("Authorized Denominations"), but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as determined by the Director of Finance in the Certificate of Award.

The Bonds shall bear interest at the rate or rates of interest (computed on a 360-day per year basis) as are determined by the Director of Finance to be in the best interest of the City as provided in the Certificate of Award, which shall be signed by the Director of Finance and provide for the award of the Bonds in accordance with Section 5 of this ordinance (the "Certificate of Award"). In the absence of the Director of Finance, the Assistant Director of Finance shall sign the Certificate of Award and make any determinations required of the Director of Finance. Interest on the Bonds shall be payable semiannually on the dates (the "Interest Payment Dates") determined by the Director of Finance in the Certificate of Award, until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date. The maximum average interest rate on the Bonds shall not exceed 4% per annum.

Section 3. The Bonds shall mature serially and annually on such dates and in such principal amounts as is fixed by the Director of Finance in the Certificate of Award, provided however, that the Bonds stated to mature in any year may be issued as term bonds (the "Term Bonds") payable pursuant to Mandatory Sinking Fund Redemption Requirements as defined and described below. The Director of Finance shall determine in the Certificate of Award whether any of the Bonds shall be issued as Term Bonds and any dates (the "Mandatory Redemption Dates") on which the principal amount stated above shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements rather than at stated maturity (the "Mandatory Sinking Fund Redemption Requirements").

The Bonds shall be subject to redemption before to stated maturity as follows:

(a) Mandatory Sinking Fund Redemption. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory sinking fund redemption and be redeemed pursuant to



Mandatory Sinking Fund Redemption Requirements, at a redemption price of 100% of the principal amount redeemed, plus interest accrued to the redemption date, on the Mandatory Redemption Dates.

The aggregate of the moneys to be deposited with the Registrar (defined in Section 6) for payment of principal of and interest on any Term Bonds shall include amounts sufficient to redeem on the Mandatory Redemption Dates the principal amount of Term Bonds payable on those dates pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as provided below).

The City shall have the option to deliver to the Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City for any Term Bonds. That option shall be exercised by the City on or before the 30th day preceding the applicable Mandatory Redemption Date, by furnishing the Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current Mandatory Sinking Fund Redemption Requirement. If the certificate is not timely furnished to the Registrar, the Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Registrar, to the extent not applied theretofore as a credit against any mandatory redemption obligation.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Registrar at 100% of the principal amount thereof against the then current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation). Any excess of that amount over the then current Mandatory Sinking Fund Redemption Requirement shall be credited against subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations) in the order directed by the Director of Finance.

(b) Optional Redemption. The Bonds shall be subject to redemption prior to maturity by and at the option of the City, in whole or in part at any time on the dates and for the prices specified in the Certificate of Award, provided, however, that the Director of Finance may determine in the Certificate of Award that it is in the best interest of the City that the Bonds not be subject to redemption prior to maturity. If the Bonds are subject to optional redemption, the maximum redemption price shall be no greater than 103% of the principal amount redeemed, plus accrued interest to the redemption date.

If optional redemption at a price exceeding 100% of the principal amount to be redeemed is to take place as of any applicable Mandatory Redemption Date, the Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Bonds to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements of paragraph (a). The Bonds shall be redeemed pursuant to this paragraph only upon written notice from the Director of Finance to the Registrar, given upon the direction of the Council of the City by passage of an ordinance. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed and shall be given at least 30 days before to the redemption date or such shorter period as shall be acceptable to the Registrar. In the event that notice of redemption shall have been given by the Registrar to the registered owners as provided below, there shall be deposited with the Registrar on or before the redemption date, funds which, in addition to any other moneys available therefor and held by the Registrar, will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the redeemable Bonds for which notice of redemption has been given.

(c) Partial Redemption. If fewer than all of the outstanding Bonds are called for redemption at one time, they may be called in any order of their maturities, and if fewer than all Bonds of a single maturity are to be redeemed, the selection of Bonds to be redeemed, or portions thereof in Authorized Denominations, shall be made by lot by the Registrar in any manner which the Registrar may determine. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than the Authorized Denominations are then outstanding, each Authorized Denomination shall be treated as though it were a separate bond of an Authorized Denomination. If it is determined that one or more, but not all of the Authorized Denominations of principal amount represented by a bond are to be called for redemption, then upon notice of redemption of Authorized Denominations unit or units, the registered owner of that bond shall surrender the bond to the Registrar (i) for payment of the redemption price of the Authorized Denomination unit or units called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (ii) for issuance, without charge to the registered owner thereof, of a new bond or bonds of any authorized denominations or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the bond surrendered.

(d) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places

where the amounts due upon redemption are payable. The notice shall be given by the Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days before to the date fixed for redemption, to the registered owner of each bond subject to redemption in whole or in part at the registered owner's address shown on the Register maintained by the Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any bond, however, shall not affect the validity of the proceedings for the redemption of any bonds.

(e) Payment of Redeemed Bonds. Notice having been mailed in the manner provided in the preceding paragraph of this ordinance, the Bonds and portions the Bonds called for redemption shall become due and payable on the redemption date, and, upon presentation and surrender of those Bonds at the place or places specified in that notice, shall be paid at the redemption price, plus interest accrued to the redemption date. If moneys for the redemption of all of the Bonds and portions of the Bonds to be redeemed, together with interest accrued on those Bonds to the redemption date, are held by the Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as described above, then from and after the redemption date those Bonds and portions of those Bonds called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as described above, those Bonds and portions of those Bonds shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners of those Bonds and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

Section 4. The Bonds shall be designated “Energy Conservation Improvement Refunding Bonds, Series 2021” as otherwise determined by the Director of Finance in the Certificate of Award. The Bonds shall contain a summary statement of purposes encompassing the purposes for which the Bonds are issued; shall state that they are issued pursuant to this ordinance; shall be executed by the Mayor and by the Director of Finance, one or both of whose signatures may be a facsimile signature. In the absence of the Mayor, the Bonds must be executed by the President of Council and, in the absence of the Director of Finance, the Bonds must be executed by the Assistant Director of Finance. The Bonds shall be issued only in fully registered form; and shall be registered as to both principal and interest at the office of the Registrar. The Bonds shall be issued in the denominations and numbers as requested by the Original Purchaser (defined below) and approved by the Director of Finance and shall be numbered as determined by the Director of Finance. The principal of the Bonds shall be payable upon presentation and surrender to the Registrar. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name that Bond is registered (the “Holder”) on the registration books of the City maintained by the Registrar and at the address appearing thereon at the close of business of the 15th day of the calendar month next preceding the Interest Payment Date (the “Regular Record Date”). Any interest not timely paid (the “Defaulted Interest”) shall cease to be payable to the person who is the Holder as of the Regular Record Date and shall be payable to the person who is the Holder at the close of business on a special record date for the payment of such defaulted interest. Such Special Record Date (the “Special Record Date”) shall be fixed by the Council whenever moneys become available for payment of the Defaulted Interest, and the Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, not less than 10 days prior thereto to each Holder at his address as it appears on the registration books of the City maintained by the Registrar. The principal and interest on the Bonds is payable in lawful money of the United States of America without deduction for the services of the Registrar.

No Bond shall be valid or become obligatory for any purpose unless and until an authentication certificate appearing on the Bond shall have been duly endorsed by the Registrar.

Any Bond, upon surrender of that Bond at the office of the Registrar, together with an assignment duly executed by the Holder or his duly authorized attorney in such form as shall be satisfactory to the Registrar, at the option of the Holder of that Bond, may be exchanged for Bonds of any Authorized Denomination or denominations in an aggregate principal amount not exceeding the principal amount of the Bond so exchanged, and bearing interest at the same rate and maturing on the same date.

Any Bond may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof at the office of the Registrar together with an assignment duly executed by the Holder or his duly authorized attorney in such form as shall be satisfactory to the Registrar. Upon the transfer of any such Bond and on request of the Registrar, the City shall execute in the name of the transferee, and the Registrar shall authenticate and deliver, a new Bond, of any authorized denomination, in aggregate principal amount equal to the principal amount of such Bond and bearing interest at the same rate and maturing on the same date.

In all cases in which Bonds shall be exchanged or transferred, the City shall execute, and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this ordinance. The City and Registrar may make a charge for every such exchange or transfer of Bonds sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to such exchange or transfer, and the Registrar may require that such charge or charges shall be paid before any such new Bond shall be delivered.

If requested by the Original Purchaser and at the Original Purchaser's expense, the Bonds, pursuant to the terms set forth below, may also be issued to a Depository (defined below) for use in a book-entry system (defined below). The Director of Finance is authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the registration, authentication, immobilization, and transfer of Bonds, including arrangements for the payment of principal and interest by wire transfer, after determining that the execution thereof will not endanger the funds or securities of the City, which determination shall be conclusively evidenced by the signing of any such agreement.

If and as long as a book-entry system is utilized, (i) the Bonds shall be issued in the form of one fully registered Bond registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (ii) the beneficial owners in book-entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book-entry form shall be shown by a book entry on the system maintained and operated by the Depository and its Participants (defined below), and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this Council.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book-entry system, the Director of Finance may attempt to have established a securities depository/book-entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements he deems necessary, shall permit withdrawal of the Bonds from the Depository, and authenticate and deliver bond certificates in bearer or registered form, as the Director of Finance determines, to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of Council action or inaction, of those persons requesting such issuance.

If the Bonds are sold in a private placement and not in book-entry form, the City, if requested by a Holder of the Bonds and at the Holder's expense, will complete the necessary procedures to qualify the Bonds as book-entry bonds.

As used in this Section and this ordinance:

"Book-entry form" or "book-entry system" means a form or system under which (i) the beneficial right to principal and interest may be transferred only through a book entry and (ii) physical bonds in registered form are issued only to a Depository or its nominee as registered owner, with the bonds "immobilized" to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining a book-entry system to record beneficial ownership of the right to principal and interest, and to effect transfers of bonds, in book-entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book-entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

Section 5. The Bonds are to be sold at private sale to a financial institution or other entity, political subdivision, or person in a private placement and shall be awarded by the Director of Finance to the purchaser noted in the Certificate of Award (the "Original Purchaser") with the final purchase price, aggregate principal amount, interest rate or rates, redemption provisions, if any, and principal installments due at stated maturity or pursuant to Mandatory Sinking Fund Redemption Requirements as set forth in the Certificate of Award, in accordance with law, and the provisions of this ordinance at a purchase price of not less than 97% of the aggregate principal amount plus accrued interest to their date of delivery, all as determined by the Director of Finance to be in the best interest of the City. The Director of Finance, if required by the Original Purchaser, may enter into a bond purchase agreement, bondholder agreement or similar agreement with the Original Purchaser.

The Mayor and the Director of Finance, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents, agreements, representations and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The services of Calfee, Halter & Griswold LLP, Bond Attorneys, Cleveland, Ohio, as Bond Counsel for the Bonds are retained. The Director of Finance shall cause the Bonds to be prepared, and have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

The proceeds from the sale of the Bonds, except the accrued interest thereon, shall be paid into the proper fund and used for the purpose for which the Bonds are being issued under the provisions of this

ordinance and may be used to pay those certain costs described in Section 133.15(B), Ohio Revised Code; any such costs also may be paid out of any other lawfully available moneys of the City and any such costs which are future financing costs may be paid from the same sources from which the principal of and interest on the Bonds are paid. The accrued interest and any other proceeds so designated shall be paid into the Bond Retirement Fund to be applied to the payment of the principal and interest of the Bonds in the manner provided by law.

Section 6. The Director of Finance is appointed to act as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds (the “Registrar”). If required by the Original Purchaser, the Director of Finance may choose a bank or trust company to act as Registrar in that case, the Director of Finance shall sign and deliver, in the name and on behalf of the City, a Bond Registrar Agreement between the City and the Registrar (the “Agreement”). The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Agreement from the proceeds of the Bonds to the extent available and then from other moneys lawfully available and appropriated or to be appropriated for that purpose.

Section 7. The services of Fifth Third Securities, Inc., as placement agent, are hereby retained. Those services shall be in the nature of soliciting proposals from potential purchasers of the Bonds and negotiating the terms of the purchase of the Bonds by the Original Purchaser. In rendering those services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Bonds to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 8. The proceeds from the sale of the Bonds, except the accrued interest thereon and proceeds used to pay issuance costs of the Bonds, in accordance with Section 133.34, Ohio Revised Code, shall be deposited in either a separate account in the Bond Retirement Fund or a separate escrow fund to be held by a bank or trust company selected by the Director of Finance (together, the “Escrow Fund”). The money deposited in the Escrow Fund is pledged for the purpose of refunding the Refunded Bonds. The money in the Escrow Fund to be invested must be invested in direct obligations of or obligations guaranteed as to payment by the United States. Any money not so invested must remain uninvested. Any investments in the Escrow Fund must mature or be subject to redemption by and at the option of the Holder of those investments not later than the date or dates when the money, together with interest or other investment income accrued on that money, will be required for the payment of principal of and interest on the Refunded Bonds. The City Manager and the Director of Finance, or any one of them, are authorized and directed to enter into an escrow agreement, as well as any other written documents and agreements as are necessary in their judgment to facilitate the transactions authorized in this ordinance on behalf of the City. The Director of Finance is also authorized to retain, on behalf of the City, the services of an independent public accounting firm to perform the verification, if required by Section 133.34(D), Ohio Revised Code, of the sufficiency of amounts in the Escrow Fund to cause the Refunded Bonds to be deemed paid and discharged. Any proceeds of the Bonds in the Escrow Fund that are not needed to pay principal of and interest on the Refunded Bonds must be transferred to the Bond Retirement Fund.

Section 9. For the purpose of providing the necessary funds to pay the interest on the foregoing issue of Bonds promptly when and as the same falls due, and also to provide a fund sufficient to pay the principal of the Bonds when due, there shall be and is levied on all taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are to run in an amount sufficient to provide funds to pay the interest upon the Bonds as and when the same fall due, and also to provide a fund for the payment of the principal of the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Constitution of Ohio.

Section 10. The tax described in Section 9 shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of the years are certified, extended and collected. The tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the tax levy required by this ordinance shall be placed in a separate and distinct fund, which, together with the interest collected on the same (other than such interest as may be required to be rebated to the federal government), shall be irrevocably pledged for the payment of the principal of and interest on the Bonds when and as the same fall due; provided, however, that in each year to the extent that revenues are available from other sources for the payment of the Bonds and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of such revenues so available and appropriated.

Section 11. While the Bonds are outstanding, the City covenants to appropriate annually, to the extent required, sufficient amounts from municipal income tax revenues to pay principal and interest on the Bonds when the same fall due, and to continue to levy and collect the municipal income tax in an amount necessary to meet debt charges on the Bonds.

Section 12. It is determined that all acts, conditions and things necessary to be done precedent to and in and for the issuing of the Bonds in order to make them legal, valid and binding obligations of the City have been performed in regular and due form as required by law; that the full faith and credit of the City shall be and are irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, will be exceeded in issuing the Bonds.

Section 13. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on the Bonds.

The City further covenants that it (a) will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or authorize to be taken any actions that would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Director of Finance and other appropriate officers are authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 14. The Bonds are deemed designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code and to the extent any portion of the Bonds are not so deemed designated, the Director of Finance may so designate such portion in the Certificate of Award. The City covenants that the City, having no "subordinate entities" with authority to issue obligations within the meaning of that Section of the Code, in or during the calendar year in which the Bonds are issued, (i) will not designate as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code tax-exempt obligations, including the Bonds, in an aggregate principal amount in excess of \$10,000,000 and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Bonds (but excluding any qualified 501(c)(3) bonds as defined in Section 145 of the Code and any obligations that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding \$10,000,000, unless the City receives an opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not cause the Bonds to cease to be "qualified tax-exempt obligations."

Section 15. The Director of Finance, as fiscal officer of the City, is directed to forward or cause to be forwarded a certified copy of this ordinance to the County Fiscal Officer.

Section 16. The Mayor, Director of Finance, Law Director or Director of Legislative Services, as appropriate, are each authorized and directed to prepare, execute and deliver any transcript certificates, financial statements and other documents, agreements, representations and instruments and to take such actions as are necessary or appropriate to consummate the issuance of the Bonds as provided in this ordinance.

Section 17. 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 18. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that the immediate issuance and sale of the Bonds is necessary to enable the city to refund the Refunded Bonds at current favorable market rates and thereby achieve interest rate savings.

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:

ORDINANCE NO. 21-38

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY  
COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(S),  
AND DECLARING AN EMERGENCY

**WHEREAS:** The City of North Royalton, Ohio (the “MUNICIPALITY”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2021 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

**WHEREAS:** The City of North Royalton has previously entered into a Grant Agreement with NOPEC, Inc. to receive one or more NEC Grant(s) for 2021, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached.

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

Section 1. This Council of the City of North Royalton (the “Council”) finds and determines that it is in the best interest of the city to accept the NEC Grant(s) for 2021, and authorizes the Mayor to accept any such grant or grants.

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 this agreement with NOPEC in order to be eligible for Energized Community Grants for 2021.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

## NOPEC 2020 ENERGIZED COMMUNITY

### GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and The City of North Royalton, Cuyahoga County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

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

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for the Project(s) approved by Grantor. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for an approved 2020 NEC grant project must be requested by December 10, 2021. If Grantee does not request disbursements for the Project(s) approved by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2020 Grant year. For NEC Grants in subsequent years, subject to NOPEC Policy in effect at the time, all disbursements for an approved project must be requested no later than December 10th of the year following the original grant year, or Grantee shall forfeit any unused funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2020, and shall expire on December 31, 2020, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees



to share and release all of its utility and other data with NOPEC, Inc. and Grantor and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

**7. Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

**8. Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

**9. Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

**10. Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

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

**11. Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by Grantor prior to such termination.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from

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

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

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

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

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

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

In case of NOPEC, to:

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

In case of Grantee, to:

Title: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_, Ohio \_\_\_\_\_

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

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

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

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

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

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

*[Signature Page to Follow.]*

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

**GRANTEE:**

**NOPEC, INC.:**

\_\_\_\_\_, Ohio

Individual Authorized by Grantee's  
Legislation

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Signature page to NOPEC 2020 Energized Community Grant Agreement.]

ORDINANCE NO. 21-39

INTRODUCED BY: Barath, Fenos, Krejci  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE  
CUYAHOGA COUNTY HEALTHY URBAN TREE CANOPY GRANT PROGRAM, AND DECLARING  
AN EMERGENCY

- WHEREAS: Cuyahoga County is accepting applications for the Healthy Urban Tree Canopy Grant; and
- WHEREAS: The City of North Royalton desires to submit an application for grant funding for tree planting within Memorial Park; and
- WHEREAS: The Cuyahoga County program is designed to provide financial assistance for tree plantings throughout the county to help ameliorate the impacts of climate change and tree canopy loss; and
- WHEREAS: The tree canopy improvements proposed will advance the City’s tree canopy efforts while complementing Cuyahoga County strategies in the 2019 Cuyahoga County Climate Change Action Plan; and
- WHEREAS: The project cost for the tree planting improvements proposed for Memorial Park are \$43,875 and the grant requires a twenty percent local match in the amount of \$8,775 to be provided by the applicant, leaving a grant request of \$35,100.
- WHEREAS: Council authorizes the Mayor to submit an application to Cuyahoga County Health Urban Tree Canopy Grant Program.

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 authorizes the Mayor to submit an application to Cuyahoga County Health Urban Tree Canopy Grant Program and to provide a twenty percent local match in the amount of \$8,775.00 leaving a grant request in the amount of \$35,100.00.

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 Council and the Administration have determined that it is immediately necessary to authorize the Mayor to submit an application to Cuyahoga County Health Urban Tree Canopy Grant Program for tree planting within Memorial Park.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

## **CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL MATCH**

Wednesday, February 10, 2021

I, Eric Dean, Director of Finance of the City of North Royalton hereby certify that City of North Royalton has the amount of \$8,775.00 in the General Fund. This amount will be used to pay the local share for the Memorial Park Tree Canopy Program, either through that fund or in combination with in-kind services provided by designated staff or volunteers, when it is required.

Eric Dean, Director of Finance

\_\_\_\_\_  
Signature of Chief Financial Officer

ORDINANCE NO. 21-40

INTRODUCED BY: Wos, Krejci, Dietrich  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF FOUR (4) 2021 FORD INTERCEPTORS FOR THE NORTH ROYALTON POLICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR LARKIN GREENWOOD FORD, FOR AN AMOUNT NOT TO EXCEED \$129,600.00, AND DECLARING AN EMERGENCY

**WHEREAS:** Council has authorized the purchase of four (4) motor vehicles for the North Royalton Police Department; and

**WHEREAS:** The city is purchasing these vehicles 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 \$129,600.00 (cost of vehicle, options, delivery, and warranty) for the purchase of four (4) 2021 Ford Interceptors for the North Royalton Police Department pursuant to Contract No. RS900321, through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Larkin Greenwood Ford, 2350 Park Road, Connersville, IN 47331, Vendor #276137 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

**Section 2.** 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 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 the purchase of these vehicles 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:



**LARKIN GREENWOOD FORD**

2350 Park Road, Connersville, IN 47331  
Toll Free 1-877-835-5840 Fax 1-513-732-2868  
Email: frank@fleetsharepro.com



Date:

Phone:

To:

Fax:

We are pleased to quote the following per the State of Ohio Law Enforcement Contract #R5900321  
ITEM #3

Qty.	Code	Item #	Description	Each	Total
4	K8A	K8A	2021 FORD POLICE UTILITY 4DR POLICE SPECIAL	\$31,984.00	\$127,936.00
4	ARKEY		ONE EXTRA KEY & FOB	\$160.00	\$640.00
0	65L		18" WHEEL COVER	\$59.00	\$0.00
0	99W		3.3 L HYBRID ENGINE	\$3,539.00	\$0.00
0	99C		3.0 L ECHO BOOST ENGINE V-6	\$3,833.00	\$0.00
4	68G		DOOR LOCKS, DOOR HANDLES POWER WINDOW'S DISABLE	\$74.00	\$296.00
4	549		POWER HEATED MIRRORS	\$59.00	\$236.00
0	16C		FLOOR CARPET FRONT & REAR	\$124.00	\$0.00
0	51T		LED SPOTLIGHT WHALEN	\$419.00	\$0.00
0	68B		PERMETER ALERT ALARM SYSTEM	\$659.00	\$0.00
0	76R		REVERSE SENSING SYSTEM	\$275.00	\$0.00
4	17T		RED WHITE CARGO DOME LIGHT	\$49.00	\$196.00
0	593		PERMETER ALARM SYSTEM ( MUST HAVE 55F)	\$119.00	\$0.00
0	55F		4 REMOTE FOB'S & FOUR KEYS	\$330.00	\$0.00
0	NR		NO REMOTES	\$0.00	\$0.00
0	85R		REAR CONSOLE PLATE	\$44.00	\$0.00
0	GLEDS		GRILL LEDS, & 60A GRILL PRE WIRING	\$395.00	\$0.00
	52T		TRAILER HITCH	STD	\$0.00
	SYNC		SYNC SYSTEM	STD	\$0.00
0	66C		REAR LIGHTING SOLUTION RED/BLUE OR RED/RED OR BLUE/BLUE	\$499.00	\$0.00
0	19V		REAR CAMERA ON DEMAND	\$229.00	\$0.00
0	65U		STREET APPEARANCE PACKAGE	\$389.00	\$0.00
0	RREADY		ROAD READY WITH LED LIGHTBAR, CONSOLE, CAGES, SIREN SPEAKER	\$6,699.00	\$0.00
4	59B		KEYED ALIKE 1284X *****IF KEYED ALIKE*****	\$49.00	\$196.00
0	59B		KEYED ALIKE 0135X- *****IF KEYED ALIKE*****	\$49.00	\$0.00
0	59B		KEYED ALIKE 1435X *****IF KEYED ALIKE*****	\$49.00	\$0.00
0	59B		KEYED ALIKE 0576X *****IF KEYED ALIKE*****	\$49.00	\$0.00
0	59B		KEYED ALIKE 1111X *****IF KEYED ALIKE*****	\$49.00	\$0.00
0	86T		REAR TAILLAMP PRE DRILL	\$59.00	\$0.00
0	66A		FRONT HEADLAMP LIGHTING SOLUTION	\$894.00	\$0.00
0	66B		REAR TAILLAMP LIGHTING SOLUTION	\$429.00	\$0.00
0	67U/67V		ULTIMATE WIRING PACKAGE & FRONT & REAR CONNECTORS	\$790.00	\$0.00
4	43D		DARK CAR	\$25.00	\$100.00
0	21L/60A		FRONT WARNING LEDS WITH FRONT PRE WIRE FOR GRILL LEDS	\$625.00	\$0.00
0	43A		REAR AUXILIARY LEDS	\$394.00	\$0.00
0	63L		REAR QUARTER GLASS LEDS	\$574.00	\$0.00
0	REAR SPOILER		REAR SPOILER TRAFFIC WARNING LIGHTS	\$1,499.00	\$0.00
0	63B/60A		SIDE MIRROR LEDS & PRE WIRING	\$349.00	\$0.00
0	51S		DUAL LED SPOTLIGHTS WHALEN	\$644.00	\$0.00
0	47E		12.1 IN INTEGRATED COMPUTER SCREEN	\$2,659.00	\$0.00
0	52P		HIDDEN DOOR LOCK PLUNGERS	\$155.00	\$0.00
0	87P		POWER PASSENGER SEAT	\$316.00	\$0.00
0	90B		BALLISTIC DOOR PANELS LVL 111 + DRIVER FRONT DOOR ONLY	\$1,540.00	\$0.00
0	90E		BALLISTIC DOOR PANELS LVL 111 + DRIVER & PASS FRONT DOOR ONLY	\$3,069.00	\$0.00
0	90F		BALLISTIC DOOR PANELS LVL 1V + DRIVER FRONT DOOR ONLY	\$2,349.00	\$0.00
0	90G		BALLISTIC DOOR PANELS LVL 1V + DRIVER & PASS FRONT DOOR ONLY	\$4,697.00	\$0.00
0	55B		BLIS SYSTEM	\$536.00	\$0.00
0	68B		POLICE PERIMETER ALERT	\$659.00	\$0.00
0	SECURE IDLE		SECURE IDLE INSTALLED	\$319.00	\$0.00
0	17A		AUX AIR CONDITIONING REAR A/C	\$593.00	\$0.00
0	61B		OBD II SPLIT CONNECTOR	\$54.00	\$0.00
0	64E		PAINTED ALLUM WHEELS	\$464.00	\$0.00
	LEDS ALL ONE		LEDS FOR 21L 66C 63B 66A BLUE/BLUE/RED/RED	\$725.00	
0	MILES		HOW MANY MILES	ROUNDTRIP	\$0.35
0	TOTAL PRICE				\$0.00
0	SPECIAL PAINT				\$1,313.00
	OXFORD WHITE YZ			SILVER GRAY METALLIC TN	
	X AGATE BLACK UM			BLUE METALLIC FT	
	ICONIC SILVER JS			ROYAL BLUE LM	
	DARK BLUE LK			MEDIUM TITANIUM METALLIC Y6	
	DARK TORREDOR RED JL			ARIZONA BIEGE METALLIC E3	
	STERLING GRAY UJ			LIGHT BLUE METALLIC LN	
	VERMILLION RED E4			KODIAK BROWN METALLIC J1	
	CARBONIZED GRAY M7			MEDIUM BROWN METALLIC BU	
4	18D		Global unlock- rear hatch standard lock system	\$0.00	\$0.00
Please email your quotation, purchase order and order contact form to our government sales office at advantage <a href="mailto:frank@fleetsharepro.com">frank@fleetsharepro.com</a>					\$129,600.00
Within 3-5 business days you should receive an order conformation from our office to confirm your order.					
If not, please contact our sales office at 1-614-570-0702					
Thank you,					
Frank Beaver Midwest Region Commercial Sales manager					
Government Sales Department					
LARKIN GREENWOOD FORD					
2350 Park Road					
Connersville, In 47331					

SPECIFICATIONS

AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD  
Item Number 3

Line No.	Standard Specification Items	Minimum Requirements	Equivalent Offer
<b>Brand</b>			
1.	Manufacturer Make	Ford	No Equivalent Offer
2.	Manufacturer Model	Interceptor SUV	No Equivalent Offer
<b>Powertrain</b>			
3.	Engine Type (Liter/Cylinder)	3.3L V-6	
4.	Horsepower (Net HP)	285	
5.	Transmission	Automatic, 10 Speed	
6.	Drive Type	All Wheel Drive	
7.	Alternator (amps)	220	
8.	Flexible Fuel Vehicle (FFV)	Required	
9.	Battery (CCA)	800 (cold cranking amps)	
10.	Cooling System	Heaviest Duty Available	
11.	EPA Estimated Mileage (City/Highway MPG)	16/21	
12.	Pursuit Rated	Required	
<b>Driveability</b>			
13.	Steering	Electric Power-Assist	
14.	Power Antilock Brakes (ABS) Front & Rear	Required	
<b>Exterior</b>			
15.	Number of Doors	4	
16.	Wheelbase (in.)	112	
17.	Body Side Molding (Installed)	Not Required	
18.	Exterior Mirrors – Right & Left Mounted	Power Remote	
19.	Paint – Specify Standard Colors	Standard	
20.	Left Handed Spotlight, Pillar Mounted	Required	
21.	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall	
22.	Spare Tire/Wheel/Mending Kit	Bidder to Specify	Full Size
<b>Safety</b>			
23.	Air Bag Restraint System (Driver & Passenger)	Required	
24.	Supplement Restraint System (Driver & Passenger)	Required	



SPECIFICATIONS (CONT'D)

AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD  
 Item Number 3

Line No.	Standard Specification Items	Minimum Requirements	Equivalent Offer
<b>Seating</b>			
25.	Seating Capacity	5	
26.	Seat Covering	Cloth FR, Vinyl RR	
27.	Floor Covering	Heavy Duty Rubber	
28.	Front Seat Type	Bucket Adjustable – No Center Console	
29.	Rear Seat Type	Split 60/40 Bench	
<b>Interior</b>			
30.	Arm Rest on Front Doors	Required	
31.	Foam Front Seat Cushion	Required	
32.	Trunk Light	Automatic	
33.	Interior Lighting	Overhead Dome & Map or Dome Driver Light	
34.	Interior Rear View Mirror	Day/Night	
<b>Dimensions</b>			
35.	Fuel Capacity (Gal.)	19.0	
36.	Base Curb Weight (lbs.)	4,639	
37.	Headroom (Front/Rear) (in.)	40/40	
38.	Leg Room (Front/Rear) (in.)	40/40	
39.	Hip Room (Front/Rear) (in.)	57/56	
40.	Shoulder Room (Front/Rear) (in.)	61/60	
41.	Interior Cargo Area/ Cargo Area Seats Folded Down (cu. ft.)	48/85	
<b>Accessories</b>			
42.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required	
43.	Glass	High Strength, Factory Tint	
44.	Rear Window Defroster	Wired in Glass	
45.	Fresh Air Temperature Controlled Heater	With Windshield Defrosters	
46.	Intermittent Windshield Wipers	With Dual Speed	
47.	Air Conditioning	Required	
48.	Radio – Factory Installed	AM/FM	
49.	12 Volt Power Outlet, in Front Compartment	Required	
50.	Speedometer/ Standard Gage Package	Required	
51.	Hood Latch Release	Inside Passenger Compartment only, by Driver Side	

SPECIFICATIONS (CONT'D)

AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD  
Item Number 3

Line No.	Standard Specification Items	Minimum Requirements	Equivalent Offer
<b>Accessories</b>			
52.	Dual Horns, Factory Installed	Required	
53.	Electronic Door Locks/ Electronic Windows	Driver Control Lock Out (Required)	
54.	Rear Window Wiper/Washer	If applicable	
55.	Remote Control Rear Gate Release by Driver	Required, if available	
56.	Rear Door	Lift Gate	
57.	Electronic Door Locks / Electronic Windows	Required	
58.	Tilt Wheel & Cruise Control	Required	
<b>Warranty</b>			
59.	Rust Proofing	Min. Factory Warranty	
60.	Manufacturer Standard	Min. 3 yr./36,000 Mile	
61.	Powertrain	Min. 5 yr./100,000 Mile	
<b>Optional Equipment Items</b>			
62.	45-Day Tags		
63.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry		
64.	Wheel Cover		
65.	Hybrid Engine		
66.	Inside Rear-Door Locks Inoperable		
67.	Inside Rear-Door Handles Inoperable		
68.	Inside Windows-Rear-Power Delete		
69.	Heated Side View Mirrors		
70.	Carpet		
71.	Red/White Dome Light in Cargo Area		
72.	Perimeter Anti-Theft Alarm		
73.	Remote Keyless Entry Key FOB w/o Key Pad - Deduct		
74.	Rear Console Plate		
75.	Grille LED Lights, Siren & Speaker Pre-Wiring		
76.	Hitch		
77.	SYNC		
78.	Rear Light Solution – Blue/Blue for Cargo Area		
79.	Backup Camera		
80.	Street Appearance Package		
81.	Additional Option Package (Bidder to Specify Type)		



PRICE SCHEDULE

ITEM #3 – AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

DELIVERY:	INDICATE CITY/STATE OF MANUFACTURER:		
160 DAYS A.R.O. (SEE IV.A.)	Chicago, Illinois		
CONTRACTOR:	MFG:	MODEL:	MODEL NUMBER:
Larkwood Greene Enterprises LLC DBA Larkin Greenwood Ford	Ford	Police Interceptor	K8A
REAR END GEAR RATIO: 3.73			
ITEM ID NO.: 38801	UNIT PRICE: \$ 31,984.00		

ITEM ID NO.	DELIVERY CHARGE	UNIT PRICE
38784	Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor	\$ 0.35
38785	Minimum Delivery Charge	\$ 105.00

Delayed Delivery Daily Storage Charge (see Section IV, D. Delayed Delivery; failure to include a dollar amount at bid submission for the Daily Storage Charge will be interpreted as \$0.00.) (Will not be used for evaluation) : \$ 7.00

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
38786	45 DAY TAG	45-Day Tags	\$ 19.50
38787	ADD REMOTE/KEY	Additional Set of Keys with FOB Enabling Electronic Keyless Entry	\$ 160.00
38791	65L	Wheel Cover	\$ 59.00
38802	99W	Hybrid Engine	\$ 3,539.00
38803	68G	Inside Rear-Door Locks Inoperable	\$ 74.00
*	INCL. 68G	Inside Rear-Door Handles Inoperable	\$ 0.00
*	INCL. 68G	Inside Windows-Rear-Power Delete	\$ 0.00
38790	549	Heated Side View Mirrors	\$ 59.00
38804	16C	Carpet	\$ 124.00
38805	17T	Red/White Dome Light in Cargo Area	\$ 49.00

\* Indicates included with option 68G

PRICE SCHEDULE (CONT'D)

ITEM #3 – AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (CONT'D)

ITEM ID NO.	DEALER OPTION/ORDER CODE	OPTION	UNIT COST
38789	593	Perimeter Anti-Theft Alarm	\$ 119.00
Specify on P.O	NO REMOTES	Remote Keyless Entry Key FOB w/o Key Pad - Deduct	\$ 0.00
38806	85R	Rear Console Plate	\$ 44.00
38807	GRILL LEDS 60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$ 395.00
STD.	TRAILER HITCH	Hitch	STD.
STD.	SYNC	SYNC	STD.
38808	66C	Rear Light Solution – Blue/Blue for Cargo Area	\$ 499.00
38809	19V	Backup Camera	\$ 229.00
38788	65U	Street Appearance Package	\$ 389.00
		Additional Option Package (Bidder to Specify Type):	
38810	ROAD READY	LED LIGHT BAR, CAGES, LEDS, & EQUIP	\$ 6,699.00
		Additional Option Package (Bidder to Specify Type):	
38811	99C	3.0L ECHOBOOST	\$ 3,833.00

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

Any option not specified in the options table on the pricing pages will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price, Additional Option Packages, Units to Evaluate with a "0" value, and Safety Equipment Options specified by the Bidder, will not be used in the vehicle evaluation.

When an ordering entity requests an unspecified option, the Bidder will be required to submit an invoice displaying invoice pricing and the markup for the unspecified option.

List standard paint colors: Medium Brown Metallic BU, Arizona Beige Metallic Clearcoat E3, Vermillion Red E4, Oxford White YZ, Blue Metallic FT, Smokestone Metallic HG, Kodiak Brown Metallic J1, Iconic Silver Metallic JS, Silver Grey Metallic TN, Agate Black UM, Dark Toreador Red Metallic JL, Dark Blue LK, Royal Blue LM, Light Blue Metallic LN, Sterling Grey Metallic UJ, Carbonized Grey M7, Medium Titanium Metallic YG

## CONTRACTOR INDEX

### CONTRACTOR AND TERMS:



65288  
Greve Chrysler Jeep Dodge of Van Wert  
756 West Ervin Road  
Van Wert, OH 45891

CONTRACTOR'S CONTACT:  
Dave Matarese

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS900321-1

DELIVERY: See Price Schedule

TERMS: Net 30 Days

Toll Free: (855) 246-4052  
Telephone: (419) 238-3944  
FAX: (866)-248-8919  
E-mail: [dave.matarese@grevechrysler.com](mailto:dave.matarese@grevechrysler.com)

E-mail: [dave.matarese@grevechrysler.com](mailto:dave.matarese@grevechrysler.com)



257818  
Ganley Chevrolet of Aurora  
310 W. Garfield RD  
Aurora, OH 44202

CONTRACTOR'S CONTACT: Terry McCafferty

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS900321-2

DELIVERY: See Price Schedule

TERMS: Net 30 Days

Toll Free: (888) 899-5543  
Telephone: (330) 562-8585  
FAX: (330) 995-7070  
E-Mail: [tmccafferty@ganleyauto.com](mailto:tmccafferty@ganleyauto.com)

E-Mail: [tmccafferty@ganleyauto.com](mailto:tmccafferty@ganleyauto.com)



276137  
Larkwood Greene Enterprises LLC DBA Larkin Greenwood Ford  
2350 N. Park Road  
Connersville, IN 47331

CONTRACTOR'S CONTACT: Frank Beaver

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS900321-3

DELIVERY: See Price Schedule

TERMS: Net 30 Days

Toll Free: (877) 835-5840 ext. 9009  
Telephone: (614) 570-0702  
FAX: (513)-672-9762  
E-Mail: [frank@fleetsharepro.com](mailto:frank@fleetsharepro.com)

E-Mail: [frank@fleetsharepro.com](mailto:frank@fleetsharepro.com)

AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 7 POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS: In an effort to better serve the community, the Administration has proposed the restructuring of various departments to ensure that they are functioning as efficiently as possible; and

WHEREAS: It is therefore necessary to amend Ordinance 10-103 to allow for these changes; and

WHEREAS: Council desires to provide for this amendment.

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 amends Ordinance No. 10-103, Staffing and Classification Plan, Section 7 Police Department, which shall hereinafter read as follows:

Section 7. The **Police Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Chief of Police	One (1)
2) Captain	None (0)
3) Lieutenant	Two (2)
4) Sergeant	Five (5)
5) Patrolman	Thirty Two (32)
6) Confidential Secretary to Chief	One (1)
7) Admin. Secretary/Clerical/Jail Custodian	Two (2)
8) Senior Animal Control Officer (Full time)	One (1)
9) Part-time Animal Warden	Two (2)
10) Record Room Clerk (full time)	One (1)
11) Jr. Record Room Clerk	One (1)
12) Reserve Police Officers	Twenty Five (25)
13) Maintenance	One (1)
14) Lead Corrections Officer (full time)	One (1)
15) Corrections Officer (full time)	Six (6)
16) Corrections Officer (part time)	Thirteen (13)
17) I.T. Systems Administrator-LAN Manager/I.T. Director	One (1)
18) Clerical <del>III</del> (part time)	Sixteen (16)
<b>19) Clerical II (full time)</b>	<b>One (1)</b>
<del>19) 20) I.T. Systems Network Technician</del>	One (1)

Section 2. Ordinance No. 10-103 is amended as provided for herein and all other provisions of Ordinance No. 10-103 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 Council and the Administration have determined that it is immediately necessary to provide for these staffing changes in the various departments 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.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE REQUESTING THE CIVIL SERVICE COMMISSION TO PROVIDE A PROCESS ALLOWING FOR THE LATERAL TRANSFER OF POLICE OFFICERS AND FIREFIGHTERS/ PARAMEDICS TO THE CITY OF NORTH ROYALTON, OHIO FROM ANOTHER OHIO JURISDICTION AND TO AUTHORIZE THE MAYOR TO SELECT CANDIDATES FOR POLICE OFFICERS AND/OR FIREFIGHTERS/PARAMEDICS FROM THE CURRENT ELIGIBILITY LIST OR THE LATERAL TRANSFER LIST, AND DECLARING AN EMERGENCY

WHEREAS: This City Council desires to make provisions for the hiring of experienced Police Officers and Firefighters/Paramedics for the City of North Royalton, Ohio in order to provide for the continued efficient, effective and adequate operation of the Police and Fire Divisions and reduce outside training time of said City; and

WHEREAS: It is immediately necessary to make such provisions for the hiring of experienced Police Officers and Firefighter/Paramedics in order to provide for the continued efficient, effective and adequate operation of the Police and Fire Divisions and to provide the best law enforcement and firefighting/paramedic protection to the residents of the City; this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare.

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 Civil Service Commission be requested and encouraged to adopt and promulgate new rules allowing for the Lateral Transfer of Police Officers and Firefighters/Paramedics to the City of North Royalton from another Ohio jurisdiction. The Rules should include general requirements (i.e., OPOTA certification for Police Officers or Firefighters and Paramedic Certification for Firefighters/Paramedics, valid Ohio driver's license, minimum physical abilities, etc.), address physical fitness minimums, vision standards, a ranking method and background investigation criteria. As an Equal Opportunity Employer, the City of North Royalton encourages all qualified candidates to apply.

Section 2. Said Civil Service Rules should allow for the creation of a Lateral Transfer list for each of the Police and Fire Divisions from the applicants meeting the minimum criteria described in the rules. The Lateral Transfer list is suggested to be in effect for one year from certification and each year thereafter. Such Lateral Transfer list may be extended for up to one additional year.

Section 3. Said Civil Service Rules should give the Mayor of North Royalton (after consultation with the Police Chief or Fire Chief) the ability to select from either the current Police Officer or Firefighter/Paramedic eligibility list or the Lateral Transfer list when filling an opening in the Police Officer or Firefighter/Paramedic ranks.

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 the 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 shall take effect and be in force from and after it is declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the city and for the further reason that the city desires to have the ability to hire the most qualified Police Officers and/or Firefighters/Paramedics by having such candidates with prior experience from Ohio public service.

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:

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 14 BUILDING AND HOUSING CODE, BY AMENDING CHAPTER 1466 FLOOD DAMAGE PREVENTION, SECTION 1466.14 APPLICATION REQUIRED BY ADDING PARAGRAPH (e)(7), AND SECTION 1466.32 ASSURANCE OF FLOOD CARRYING CAPACITY BY ADDING PARAGRAPH (d), AND CHAPTER 1492 CONTROLLING RIPARIAN SETBACKS AND WETLAND SETBACKS, SECTION 1492.06 ESTABLISHMENT OF RIPARIAN SETBACKS AND WETLAND SETBACKS BY AMENDING PARAGRAPH (b), AND DECLARING AN EMERGENCY

WHEREAS: Climate change and increasing storm water flooding require that municipal corporations maintain their legislative scheme to keep up with the industry best practices; and

WHEREAS: The most current best practices allow for even more restrictive measures for the protection of private property and public investments; and

WHEREAS: The North Royalton Codified Ordinances should be amended to address the most current industry standards; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 14 Building and Housing Code, Chapter 1466 Flood Damage Prevention, Section 1466.14 Application Required by adding Paragraph (e)(7), Section 1466.32 Assurance of Flood Carrying Capacity by adding Paragraph (d), Chapter 1492 Controlling Riparian Setbacks and Wetland Setbacks, Section 1492.06 Establishment of Riparian Setbacks and Wetland Setbacks by amending Paragraph (b); and

WHEREAS: Council desires to provide for these amendments.

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 Codified Ordinances of the City of North Royalton, Part 14 Building and Housing Code, Chapter 1466 Flood Damage Prevention, Section 1466.14 Application Required, is hereby amended as follows:

1466.14 APPLICATION REQUIRED.

An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

(e) Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:

(7) ***Volumetric calculations demonstrating compensatory storage has been provided as required by 1466.32 (d).***

Section 1. The Codified Ordinances of the City of North Royalton, Part 14 Building and Housing Code, Chapter 1466 Flood Damage Prevention, Section 1466.32 Assurance of Flood Carrying Capacity, is hereby amended as follows:

1466.32 ASSURANCE OF FLOOD CARRYING CAPACITY.

Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:

(d) ***Compensatory Storage Required for Development. Development within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of the loss of floodwater storage due to development in the special flood hazard area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.***

Section 1. The Codified Ordinances of the City of North Royalton, Part 14 Building and Housing Code, Chapter 1492 Controlling Riparian Setbacks and Wetland Setbacks, Section 1492.06 Establishment of Riparian Setbacks and Wetland Setbacks, is hereby amended as follows:

- (1) USGS Topographical Map. *All streams draining an area greater than ½ square mile, OR*

**Section 2.** Chapter 1466 and Chapter 1492 are hereby amended as provided for herein and all other provisions of these chapters shall remain in full force and effect.

**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 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.

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

YEAS:

NAYS:

ORDINANCE NO. 21-44

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH MEDINA COUNTY FOR THE BOSTON ROAD RESURFACING PROJECT, BETWEEN W. 130<sup>TH</sup> STREET AND STATE ROUTE 3, AND DECLARING AN EMERGENCY

WHEREAS: The county of Medina and the City of North Royalton each desire to cooperate with the other pursuant to the authority of the Constitution and laws of the State of Ohio, including, without limitation, Ohio Revised Code Sections 307.15 and 5557.09, and the laws applicable to North Royalton and Medina County, in order to provide for the Board undertaking the lead responsibility with respect to the project, and for the equal sharing of project costs, including but not limited to the construction of improvements, contract administration, and related items on an equal shared basis, to provide for and/or cooperate with the Boston Road Resurfacing Project Medina County, between W. 130<sup>th</sup> Street and State Route 3; and

WHEREAS: It is therefore necessary to authorize the Mayor to enter into a cooperative agreement with Medina County for this project; 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 cooperative agreement with the county of Medina, in order to provide for the Board undertaking the lead responsibility with respect to the project, and for the equal sharing of project costs, including but not limited to the construction of improvements, contract administration, and related items on an equal shared basis, to provide for and/or cooperate with the Boston Road Resurfacing Project Medina County to provide for and/or cooperate with the Boston Road Resurfacing Project, between W. 130<sup>th</sup> Street and State Route 3, 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 cooperative agreement with the county of Medina to provide for and/or cooperate with the Boston Road Resurfacing Project, between W. 130<sup>th</sup> Street and State Route 3 for the residents of the City of North Royalton and Medina County whose properties will benefit from the improvement.

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:

COOPERATIVE CONSTRUCTION AGREEMENT  
BETWEEN THE CITY OF NORTH ROYALTON AND MEDINA COUNTY

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of North Royalton, State of Ohio, operating by and through City Council and the Mayor on behalf of the City of North Royalton (hereinafter "North Royalton"), with principal offices located at 14600 State Road, North Royalton, Ohio, 44133, and the Medina County Board of Commissioners (hereinafter "Board"), with principal offices located at 144 North Broadway Street, Medina, Ohio, 44256.

Whereas, the Parties have determined that the pavement surface of Boston Road on the border of North Royalton and Medina County needs to be rehabilitated for the welfare of the traveling public; and

Whereas, by prior Resolution in 1996, North Royalton and the Board executed a formal maintenance agreement for boundary roads, which includes Boston Road, which stipulates that all unusual maintenance beyond the scope of general maintenance will be performed by mutual agreement of the Parties; and

Whereas, North Royalton and Board are desirous of entering into a Cooperative Construction Agreement pursuant to the provisions of Ohio Revised Code Sections 307.15 and 5557.09, and the laws applicable to North Royalton and Medina County, in order to provide for the Board undertaking the lead responsibility with respect to the project, and for the equal sharing of project costs, including but not limited to the construction of improvements, contract administration, and related items on an equal shared basis; and

Whereas, this Agreement has been authorized by the Medina County Commissioners under Resolution No. \_\_\_\_\_ and by North Royalton by Ordinance No. \_\_\_\_\_.

Now, therefore, in consideration of payments due under and benefits flowing from this agreement, the Parties agree as follows:

I. SPECIAL PROVISIONS

A. Scope of Work

A section of Boston road on the border of Medina County and North Royalton is to be resurfaced. The section of road is Boston Road, between West 130<sup>th</sup> Street and State Route 3.

The Medina County Engineer will perform all engineering and related services in relation to the resurfacing of Boston Road between West 130<sup>th</sup> Street and State Route 3. Said work is to include preparation of site plans, preparation of bid specifications and contract documents, and inspection of construction.

B. Bidding of Work

With regard to the construction work required for the project, the Board shall contract out for such work in accordance with the competitive bidding requirements of the State of Ohio, and shall furnish an itemization of such costs on a monthly basis to North Royalton.

C. Fees and Payments

Payments for the resurfacing of Boston Road from West 130<sup>th</sup> Street and State Route 3, shall be made as follows:

North Royalton shall pay 50% of the construction costs including any change orders that may be entered into by the Board.

The Board shall pay 50% of the construction costs including any change orders that may be entered into by Medina County.

The initial estimate for work on the above named section of road, as determined by Medina County is \$ 515,071.50.

D. Method of Payment

Payments by North Royalton to the Board, as detailed above under Fees and Payments, shall be equal to fifty percent (50%) for the road improvement on Boston Road less the total of all previous payments. Payments shall require submission by the Medina County Engineer of a detailed fee invoice to North Royalton, and approval of said billing by North Royalton. Payments shall be due and payable within thirty (30) days after the Board's submission of an invoice. After receipt of the invoice by

North Royalton, should part of the bill be contested, the balance of approved items will be approved for payment, and contested items resolved prior to the next billing.

## II. GENERAL PROVISIONS

### A. Performance of Medina County

It is understood that Medina County Engineer, without expense to North Royalton shall:

Allow North Royalton access to all available existing information, including reports, plans of the existing roadways and utility and signal systems, and other data in the engineering files which may be pertinent to the work.

Allow North Royalton to examine any studies, reports, sketches, estimates, drawings, specifications, proposals and other documents relative to the project and render decisions pertaining thereto within a reasonable time in order not to delay the work.

### B. Performance by North Royalton

It is understood that North Royalton, without expense to Medina County Engineer shall:

Allow the Medina County Engineer access to all available existing information, including reports, plans of the existing roadways and utility and signal systems, and other data in the engineering files which may be pertinent to the work.

Allow the Medina County Engineer to examine any studies, reports, sketches, estimates, drawings, specifications, proposals and other documents relative to the project and render decisions pertaining thereto within a reasonable time in order not to delay the work.

### C. Documents and Records

The Board shall retain title and ownership to any plans, drawings, charts, reports, illustrations and field notes or other similar data developed during the work and covered by this Agreement in relation to the resurfacing of Boston Road.

### D. Trade and Technical Words

All trade and technical words and terms used in this Agreement shall be deemed to have the meaning established by trade usage in the highway/bridge/traffic construction and consultant engineer business.

### E. Successors and Assignment

Each party hereby binds itself and its officers, successors, executors, administrators and assignees to the other Party of this Agreement. Neither Party shall assign, sublet, or transfer its interest in this Agreement without the prior consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than North Royalton and Medina County and its Board of County Commissioners

### F. Governing Law

This Agreement shall be governed by the law of the State of Ohio.

### G. Extent of Agreement

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

### H. Waiver

The waiver of any party hereto of a breach or violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.

### I. Authorization



The undersigned representatives of each of the parties hereby represent and warrant that he/she is the duly authorized officer or agent of such party, that each party has approved this agreement by appropriate legal and/or legislative action, and that this agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their hands, North Royalton by its signature of the Mayor of North Royalton and Medina County by the signature of the Medina County Engineer and Medina County Commissioners.

CITY OF NORTH ROYALTON

\_\_\_\_\_  
Larry Antoskiewicz  
Mayor

*Approved As to Form:*

\_\_\_\_\_  
Thomas A. Kelly  
Law Director

MEDINA COUNTY ENGINEER

\_\_\_\_\_  
Medina County Engineer

\_\_\_\_\_  
Andrew J. Conrad, P.E., P.S.

MEDINA COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Stephen D. Hambley  
Medina County Commissioner

\_\_\_\_\_  
Colleen M. Swedyk  
Medina County Commissioner

\_\_\_\_\_  
William F. Hutson  
Medina County Commissioner

S. FORREST THOMPSON

*Approved As to Form:*

\_\_\_\_\_  
BRIAN M. RICHTER  
Assistant Prosecuting Attorney  
Medina County Prosecutor's Office

ORDINANCE NO. 21-45

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A TEMPORARY EASEMENT TO CERTAIN LAND DESCRIBED THEREIN TO CUYAHOGA COUNTY FOR THE SPRAGUE ROAD IMPROVEMENT PROJECT IN CONSIDERATION OF THE PAYMENT OF THE SUM OF \$4,550.00, AND DECLARING AN EMERGENCY

- WHEREAS: Cuyahoga County has undertaken to improve Sprague Road in North Royalton from West 130<sup>th</sup> Street to York Road; and
- WHEREAS: In order to make the necessary improvements Cuyahoga County needs a temporary easement to use certain land as outlined in the grant of easement which is the subject of this ordinance; and
- WHEREAS: Council desires to grant the Mayor the authority to execute and deliver the grant of easement necessary to allow for the improvements in consideration of the payment of the sum of \$4,550.00.

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 of the City of North Royalton hereby authorizes the Mayor the authority to execute and deliver the grant of easement necessary to allow for the improvements in consideration of the payment of the sum of \$4,550.00 for a temporary easement to certain land to Cuyahoga County for the Sprague Road Improvement Project further described in Exhibit A attached hereto.
- 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 the authority to execute and deliver the grant of easement necessary to allow for the improvements in consideration of the payment of the sum of \$4,550.00 for a temporary easement to certain land to Cuyahoga County for the Sprague Road Improvement Project.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

## **TEMPORARY EASEMENT**

The City of North Royalton AKA City of North Royalton, Ohio AKA City of North Royalton, Ohio, a municipal corporation, the Grantor(s), in consideration of the sum of \$4550.00, to be paid by COUNTY OF CUYAHOGA, OHIO, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 44T, 71T, 201T, 203T

Sprague Road Phase 2 Project

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 481-02-029; 481-02-026; 481-02-031; 481-02-030  
Prior Instrument Reference: Instrument No. 200709050885, 20070307007, 20070307006,  
Vol.10959/Page 39 and Volume 11103/Page 717 Cuyahoga County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 24 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF the City of North Royalton has caused its name to be subscribed by Larry Antoskiewicz, Mayor of the City of North Royalton, and its duly authorized agent on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
By: Mayor Larry Antoskiewicz  
City of North Royalton

STATE OF OHIO, COUNTY OF Cuyahoga. SS:

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Larry Antoskiewicz, who acknowledged being the Mayor and duly authorized agent of the City of North Royalton, and, who acknowledged the foregoing instrument to be their voluntary acts and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

This document was prepared by Cuyahoga County

## **EXHIBIT A**

RX 286 T

Ver. Date 09/23/19

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PID #N/A

**PARCEL #44-T  
CUY-SPRAGUE ROAD C.R. 67  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
GRADING, DRAINAGE, ROADWAY & WALK CONSTRUCTION  
FOR 24 MONTHS FROM THE DATE OF ENTRY BY THE  
COUNTY OF CUYAHOGA, OHIO**

---

**[Surveyor's description of the premises follows below]**

---

Situated in the City of North Royalton, County of Cuyahoga, State of Ohio and known as being a part of Original Royalton Township, Section #1 and being a **0.193 acres (8,411 sq.ft.) TEMPORARY EASEMENT #44-T for grading, drainage, roadway & walk construction** located within a 0.716 acre (calculated) parcel of land as conveyed to City of North Royalton by deed dated September 05, 2007 as recorded in Document #200709050885 (PP #481-02-029) of Cuyahoga County Deed Records and being a parcel of land lying on the right side of the centerline of right-of-way of Sprague Road – C.R. 67 (width varies) and further bounded and described as follows;

**Beginning** at a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at the Southwesterly corner of a 0.306 acres Warranty Deed Parcel #44-WD on the Westerly line of said City of North Royalton's land (PP #481-02-029) at 35.00 feet right of Station 328+54.83 of said centerline of right-of-way of Sprague Road and the **Place of Beginning** of the Premises herein intended to be described;

**Course I** Thence **North 89 degrees 22 minutes 28 seconds East**, parallel with and a perpendicular distance of 5.00 feet South of the existing Southerly right-of-way line of said Sprague Road (width varies-as widened), a Southerly line of said Warranty Deed Parcel #44-WD, a distance of **5.55 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at an interior corner thereof at 35.00 feet right of Station 328+60.38 of said centerline of right-of-way of Sprague Road;

**Course II** Thence **North 00 degrees 37 minutes 32seconds West**, perpendicular to said existing Southerly right-of-way line of Sprague Road, along an Easterly line of said Warranty Deed Parcel #44-WD, a distance of **5.00 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at an interior corner thereof on said existing Southerly right-of-way line of Sprague Road at 30.00 feet right of Station 328+60.83 of said centerline of right-of-way of Sprague Road;

## **EXHIBIT A**

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- Course III** Thence **North 89 degrees 22 minutes 28 seconds East**, along said existing Southerly right-of-way line of Sprague Road, a Southerly line of said Warranty Deed Parcel #44-WD, a distance of **129.01 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at a point of Southeasterly curved turnout of said Warranty Deed Parcel #44-WD at 30.00 feet right of Station 329+89.39 of said centerline of right-of-way of Sprague Road;
- Course IV** Thence along said Southeasterly curved turnout for Warranty Deed Parcel #44-WD, along the arc of said curve deflecting to the right, **82.39 feet**, said curve having a radius of **50.00 feet**, a tangent of **54.00 feet**, a delta of **94 degrees 24 minutes 30 seconds**, and a chord which bears **South 43 degrees 25 minutes 17 seconds East**, a distance of **73.38 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at a point of a Southwesterly compound curve at 83.84 feet right of Station 330+39.25 of said centerline of right-of-way of Sprague Road;
- Course V** Thence along said Southwesterly compound curve for Warranty Deed Parcel #44-WD, along the arc of said curve deflecting to the right, **45.91 feet**, said curve having a radius of **724.77 feet**, a tangent of **22.96 feet**, a delta of **03 degrees 37 minutes 46 seconds**, and a chord which bears **South 05 degrees 33 minutes 38 seconds West**, a distance of **45.90 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the Southerly line of said City of North Royalton's land (PP #481-02-029) at 38.58 feet left of Station 8+53.00 of said centerline of right-of-way of Abbey Road;
- Course VI** Thence **South 89 degrees 22 minutes 28 seconds West**, along said Southerly line of City of North Royalton's land (PP #481-02-029), a distance of **10.11 feet** to a point at 48.26 feet left of Station 8+50.07 of said centerline of right-of-way of Abbey Road;
- Course VII** Thence along a Northwesterly curve, along the arc of said curve deflecting to the left, **46.69 feet**, said curve having a radius of **723.94 feet**, a tangent of **23.35 feet**, a delta of **03 degrees 41 minutes 43 seconds**, and a chord which bears **North 05 degrees 37 minutes 50 seconds East**, a distance of **46.68 feet** to a point at 83.07 feet right of Station 330+29.28 of said centerline of right-of-way of Sprague Road;
- Course VIII** Thence **South 89 degrees 22 minutes 28 seconds West**, a distance of **119.55 feet** to a point at 83.07 feet right of Station 329+09.73 of said centerline of right-of-way of Sprague Road;

## **EXHIBIT A**

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- Course IX**     Thence **North 33 degrees 22 minutes 04 seconds West**, a distance of **33.38 feet** to a point at 55.00 feet right of Station 328+91.67 of said centerline of right-of-way of Sprague Road;
- Course X**     Thence **South 89 degrees 22 minutes 28 seconds West**, parallel with and a perpendicular distance of 25.00 feet South of said existing Southerly right-of-way line of Sprague Road, a distance of **36.84 feet** to a point on the Westerly line of said City of North Royalton's land (PP #481-02-029) at 55.00 feet right of Station 328+54.83 of said centerline of right-of-way of Sprague Road;
- Course XI**    Thence **North 00 degrees 37 minutes 32seconds West**, perpendicular to said existing Southerly right-of-way line of Sprague Road, along said Westerly line of City of North Royalton's land (PP #481-02-029), a distance of **20.00 feet** to the **Place of Beginning** and containing **0.193 acres (8,411 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel #481-02-029;

Basis of Bearing for this legal description is the centerline of Sprague Road – C.R. 67 (width varies) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. Network using Station Garf.

The stations referred to herein are from the centerline of right-of-way of Sprague Road – C.R. 67 in the City of North Royalton, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheets 2 thru 4 of 34) of the "Right-of-Way Plans for CUY-Sprague Road C.R. 67" as recorded in AFN \_\_\_\_\_ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2019;

This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with the "Right-of-Way Plans for CUY-Sprague Road C.R. 67" as prepared by Mott MacDonald and Chagrin Valley Engineering, Ltd. in 2019 for Cuyahoga County Department of Public Works;

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Donald F. Sheehy, P.S. #7849

## **EXHIBIT A**

RX 286 T

Ver. Date 09/23/19

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PID #N/A

**PARCEL #71-T  
CUY-SPRAGUE ROAD C.R. 67  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
GRADING, DRIVEWAY & WALK CONSTRUCTION  
FOR 24 MONTHS FROM THE DATE OF ENTRY BY THE  
COUNTY OF CUYAHOGA, OHIO**

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**[Surveyor's description of the premises follows below]**

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Situated in the City of North Royalton, County of Cuyahoga, State of Ohio and known as being a part of Original Royalton Township, Section #1 and being a **0.042 acres (1,815 sq.ft.) TEMPORARY EASEMENT #71-T for grading, driveway & walk construction** located within a 5.574 acre (Auditor) parcel of land as conveyed to City of North Royalton by deeds dated September 30, 1963 & February 03, 1964 as recorded in Volume 10959, Page 39 & Volume 11103, Page 717, respectively, (PP #481-07-026) of Cuyahoga County Deed Records and being a parcel of land lying on the right side of the centerline of right-of-way of Sprague Road – C.R. 67 (width varies) and further bounded and described as follows;

**Beginning** at the point of intersection of the Westerly line of said City of North Royalton's land (PP#481-07-026) with the existing Southerly right-of-way line of said Sprague Road (width varies-as widened) at 30.00 feet right of Station 342+89.44 of said centerline of right-of-way of Sprague Road and the **Place of Beginning** of the Premises herein intended to be described;

**Course I** Thence **North 89 degrees 22 minutes 28 seconds East**, along said existing Southerly right-of-way line of Sprague Road, a distance of **60.00 feet** to a point on the Easterly line of said City of North Royalton's land (PP#481-07-026) at 30.00 feet right of Station 343+49.44 of said centerline of right-of-way of Sprague Road;

**Course II** Thence **South 00 degrees 37 minutes 32 seconds East**, perpendicular to said existing Southerly right-of-way line of Sprague Road, along said Easterly line of City of North Royalton's land (PP#481-07-026), a distance of **25.00 feet** to a point at 55.00 feet right of Station 343+49.44 of said centerline of right-of-way of Sprague Road;



## **EXHIBIT A**

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- Course III** Thence **South 89 degrees 22 minutes 28 seconds West**, parallel with and at a perpendicular distance of 25.00 feet South of said existing Southerly right-of-way line of Sprague Road, a distance of **7.88 feet** to a point at 55.00 feet right of Station 343+41.56 of said centerline of right-of-way of Sprague Road;
- Course IV** Thence **South 44 degrees 12 minutes 52 seconds West**, a distance of **9.07 feet** to a point at 61.43 feet right of Station 343+35.17 of said centerline of right-of-way of Sprague Road;
- Course V** Thence **South 89 degrees 22 minutes 28 seconds West**, parallel with and at a perpendicular distance of 31.43 feet South of said existing Southerly right-of-way line of Sprague Road, a distance of **45.73 feet** to a point on said Westerly line of City of North Royalton's land (PP#481-07-026) at 61.43 feet right of Station 342+89.44 of said centerline of right-of-way of Sprague Road;
- Course VI** Thence **North 00 degrees 37 minutes 32 seconds West**, perpendicular to said existing Southerly right-of-way line of Sprague Road, along said Westerly line of City of North Royalton's land (PP#481-07-026), a distance of **31.43 feet** to the **Place of Beginning** and containing **0.042 acres (1,815 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel #481-07-026;

Basis of Bearing for this legal description is the centerline of Sprague Road – C.R. 67 (width varies) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. Network using Station Garf.

## **EXHIBIT A**

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The stations referred to herein are from the centerline of right-of-way of Sprague Road – C.R. 67 in the City of North Royalton, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheets 2 thru 4 of 34) of the “Right-of-Way Plans for CUY-Sprague Road C.R. 67” as recorded in AFN \_\_\_\_\_ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2019;

This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with the “Right-of-Way Plans for CUY-Sprague Road C.R. 67” as prepared by Mott MacDonald and Chagrin Valley Engineering, Ltd. in 2019 for Cuyahoga County Department of Public Works;

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Donald F. Sheehy, P.S. #7849

## **EXHIBIT A**

RX 286 T

Ver. Date 09/23/19

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PID #N/A

**PARCEL #201-T  
CUY-SPRAGUE ROAD C.R. 67  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
GRADING  
FOR 24 MONTHS FROM THE DATE OF ENTRY BY THE  
COUNTY OF CUYAHOGA, OHIO**

---

**[Surveyor's description of the premises follows below]**

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Situated in the City of North Royalton, County of Cuyahoga, State of Ohio and known as being a part of Original Royalton Township, Section #1 and being a **0.023 acres (1,016 sq.ft.) TEMPORARY EASEMENT #201-T for grading** located within a 0.477 acre (calculated) parcel of land as conveyed to City of North Royalton by deed dated July 03, 2007 as recorded in Document #200703070006 (PP #481-02-031) of Cuyahoga County Deed Records and being a parcel of land lying on the right side of the centerline of right-of-way of Abbey Road (width varies) and further bounded and described as follows;

**Beginning** at a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at the Southwesterly corner of a 0.079 acres Warranty Deed Parcel #201-WD at the intersection of the existing Westerly right-of-way line of Abbey Road (width varies) with the Southerly line of said City of North Royalton's land (PP #481-02-031) at 30.00 feet left of Station 7+51.62 of said centerline of right-of-way of Abbey Road and the **Place of Beginning** of the Premises herein intended to be described;

**Course I** Thence **South 89 degrees 22 minutes 28 seconds West**, along said Southerly line of City of North Royalton's land (PP #481-02-031), a distance of **10.31 feet** to a point at 39.87 feet left of Station 7+48.63 of said centerline of right-of-way of Abbey Road;

**Course II** Thence along a Northwesterly curve, along the arc of said curve deflecting to the left, **101.87 feet**, said curve having a radius of **723.94 feet**, a tangent of **51.02 feet**, a delta of **08 degrees 03 minutes 44 seconds**, and a chord which bears **North 11 degrees 30 minutes 34 seconds East**, a distance of **101.78 feet** to a point on the Northerly line of said City of North Royalton's land (PP #481-02-031) at 48.26 feet left of Station 8+50.07 of said centerline of right-of-way of Abbey Road;

## **EXHIBIT A**

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**Course III** Thence **North 89 degrees 22 minutes 28 seconds East**, along said Southerly line of City of North Royalton's land (PP #481-02-031), a distance of **10.11 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at the Northwestern corner of said Warranty Deed Parcel #201-WD at 38.58 feet left of Station 8+53.00 of said centerline of right-of-way of Abbey Road;

**Course IV** Thence along a Southwesterly curve of said Warranty Deed Parcel #201-WD, along the arc of said curve deflecting to the right, **101.83 feet**, said curve having a radius of **724.77 feet**, a tangent of **51.00 feet**, a delta of **08 degrees 02 minutes 59 seconds**, and a chord which bears **South 11 degrees 24 minutes 01 seconds West**, a distance of **101.74 feet** to the **Place of Beginning** and containing **0.023 acres (1,016 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel #481-02-031;

Basis of Bearing for this legal description is the centerline of Abbey Road (width varies) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. Network using Station Garf.

The stations referred to herein are from the centerline of right-of-way of Abbey Road in the City of North Royalton, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheets 2 thru 4 of 34) of the "Right-of-Way Plans for CUY-Sprague Road C.R. 67" as recorded in AFN \_\_\_\_\_ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2019;

This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with the "Right-of-Way Plans for CUY-Sprague Road C.R. 67" as prepared by Mott MacDonald and Chagrin Valley Engineering, Ltd. in 2019 for Cuyahoga County Department of Public Works;

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Date:

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Donald F. Sheehy, P.S. #7849

## **EXHIBIT A**

RX 286 T

Ver. Date 09/23/19

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PID #N/A

**PARCEL #203-T  
CUY-SPRAGUE ROAD C.R. 67  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
GRADING  
FOR 24 MONTHS FROM THE DATE OF ENTRY BY THE  
COUNTY OF CUYAHOGA, OHIO**

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**[Surveyor's description of the premises follows below]**

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Situated in the City of North Royalton, County of Cuyahoga, State of Ohio and known as being a part of Original Royalton Township, Section #1 and being a **0.015 acres (654 sq.ft.) TEMPORARY EASEMENT #203-T for grading** located within a 0.435 acre (calculated) parcel of land as conveyed to City of North Royalton by deed dated July 03, 2007 as recorded in Document #200703070007 (PP #481-02-030) of Cuyahoga County Deed Records and being a parcel of land lying on the left side of the centerline of right-of-way of Abbey Road (width varies) and further bounded and described as follows;

**Beginning** at the point of intersection of the Northerly line of said City of North Royalton's land (PP #481-02-030) with the existing Westerly right-of-way line of Abbey Road (width varies) at 30.00 feet left of Station 7+51.62 of said centerline of right-of-way of Abbey Road and the **Place of Beginning** of the Premises herein intended to be described;

**Course I** Thence **South 16 degrees 14 minutes 24 seconds West**, along said existing Westerly right-of-way line of Abbey Road, a distance of **75.64 feet** to a point at 30.00 feet left of Station 6+75.98 of said centerline of right-of-way of Abbey Road;

**Course II** Thence **North 77 degrees 22 minutes 52 seconds West**, a distance of **7.07 feet** to a point at 37.06 feet left of Station 6+75.53 of said centerline of right-of-way of Abbey Road;

**Course III** Thence along the arc of a curve deflecting to the right, **73.16 feet**, said curve having a radius of **1,473.07 feet**, a tangent of **36.59 feet**, a delta of **02 degrees 50 minutes 44 seconds**, and a chord which bears **North 14 degrees 02 minutes 31 seconds East**, a distance of **73.15 feet** to a point on said Northerly line of City of North Royalton's land (PP #481-02-030) at 39.87 feet left of Station 7+48.63 of said centerline of right-of-way of Abbey Road;

## **EXHIBIT A**

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**Course IV** Thence **North 89 degrees 22 minutes 28 seconds East**, along said Northerly line of City of North Royalton's land (PP #481-02-030), a distance of **10.31 feet** to the **Place of Beginning** and containing **0.015 acres (654 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel #481-02-030;

Basis of Bearing for this legal description is the centerline of Abbey Road (width varies) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. Network using Station Garf.

The stations referred to herein are from the centerline of right-of-way of Abbey Road in the City of North Royalton, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheets 2 thru 4 of 34) of the "Right-of-Way Plans for CUY-Sprague Road C.R. 67" as recorded in AFN \_\_\_\_\_ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2019;

This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with the "Right-of-Way Plans for CUY-Sprague Road C.R. 67" as prepared by Mott MacDonald and Chagrin Valley Engineering, Ltd. in 2019 for Cuyahoga County Department of Public Works;

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Donald F. Sheehy, P.S. #7849

ORDINANCE NO. 21-46

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A DEED TRANSFERRING CERTAIN LAND DESCRIBED THEREIN TO CUYAHOGA COUNTY FOR THE SPRAGUE ROAD IMPROVEMENT PROJECT IN CONSIDERATION OF THE PAYMENT OF THE SUM OF \$7,100.00, AND DECLARING AN EMERGENCY

- WHEREAS: Cuyahoga County has undertaken to improve Sprague Road in North Royalton from West 130<sup>th</sup> Street to York Road; and
- WHEREAS: In order to make the necessary improvements Cuyahoga County needs to acquire certain land as outlined in the deed which is the subject of this ordinance; and
- WHEREAS: Council desires to grant the Mayor the authority to execute and deliver the deed necessary to allow for the improvements in consideration of the payment of the sum of \$7,100.00.

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 of the City of North Royalton authorizes the Mayor to execute and deliver the deed necessary to allow for the improvements in consideration of the payment of the sum of \$7,100.00 transferring certain land to Cuyahoga County for the Sprague Road Improvement Project as further described in Exhibit A attached hereto.
- 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 the authority to execute and deliver the deed necessary to allow for the improvements by transferring certain land to Cuyahoga County for the Sprague Road Improvement Project.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

## **QUIT CLAIM DEED**

The City of North Royalton AKA City of North Royalton, Ohio AKA City of North Royalton, Ohio, a municipal corporation, the Grantor(s), in consideration of the sum of \$7100.00, to be paid by COUNTY OF CUYAHOGA, OHIO, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010; does quit claim to the Grantee, its successors and assigns, all right, title and interest in fee simple in the following described real estate:

**PARCEL(S): 44WD & 201WD**

**Sprague Road Phase 2 Project**

**SEE EXHIBIT A ATTACHED**

Cuyahoga County Current Tax Parcel No. 481-02-029 & 481-02-031

Prior Instrument Reference: AFN 200707030006 & 200709050885, Cuyahoga County Recorder's Office.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that Grantee decides not to use the property conveyed for the above-stated purpose, Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen



by an appropriate court. However, this right to repurchase shall be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated.

IN WITNESS WHEREOF the City of North Royalton has caused its name to be subscribed by Larry Antoskiewicz, Mayor of the City of North Royalton, and its duly authorized agent on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
By: Mayor Larry Antoskiewicz  
City of North Royalton

STATE OF OHIO, COUNTY OF Cuyahoga. SS:

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Larry Antoskiewicz, who acknowledged being the Mayor and duly authorized agent of the City of North Royalton, and, who acknowledged the foregoing instrument to be their voluntary acts and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

This document was prepared by Cuyahoga County

## **EXHIBIT A**

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Ver. Date 09/23/19

PID #N/A

**PARCEL #44-WD  
CUY-SPRAGUE ROAD - C.R. 67  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

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[Surveyor's description of the premises follows]

---

Situated in the City of North Royalton, County of Cuyahoga, State of Ohio and known as being a part of Original Royalton Township, Section #1 and being a **0.306 acres (13,312 sq.ft.) WARRANTY DEED PARCEL #44-WD for grading, drainage, roadway & walk construction and trees to be removed** located within a 0.716 acre (calculated) parcel of land as conveyed to City of North Royalton by deed dated September 05, 2007 as recorded in Document #200709050885 (PP #481-02-029) of Cuyahoga County Deed Records and being a parcel of land lying on the right side of the centerline of right-of-way of Sprague Road – C.R. 67 (width varies) and further bounded and described as follows;

**Beginning** at the Northeasterly corner of said City of North Royalton's land (PP #481-02-029) on the Southerly line of said O.L. #38, said point being at the intersection of the centerlines of Sprague Road (width varies-as widened) and Abbey Road (width varies) at Station 331+13.87 of said centerline of right-of-way of Sprague Road (witnessed by a 5/8" iron pin in a monument box found - 0.07'S) and the **Place of Beginning** of the premises herein intended to be described;

**Course I** Thence **South 16 degrees 14 minutes 24 seconds West**, along said centerline of Abbey Road, Easterly line of said City of North Royalton's land (PP #481-02-029), a distance of **135.30 feet** to the Southeasterly corner thereof at Station 8+64.70 of said centerline of right-of-way of Abbey Road;

**Course II** Thence **South 89 degrees 22 minutes 28 seconds West**, along the Southerly line of said City of North Royalton's land (PP #481-02-029), passing thru the existing Westerly right-of-way line of said Abbey Road at 31.35 feet at 30.00 feet left of Station 8+55.60 of said centerline of right-of-way of Abbey Road, a total distance of **40.32 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at 38.58 feet left of Station 8+53.00 of said centerline of right-of-way of Abbey Road;

## **EXHIBIT A**

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- Course III** Thence along a Northwesterly curve, along the arc of said curve deflecting to the left, **45.91 feet**, said curve having a radius of **724.77 feet**, a tangent of **22.96 feet**, a delta of **03 degrees 37 minutes 46 seconds**, and a chord which bears **North 05 degrees 33 minutes 38 seconds East**, a distance of **45.90 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at a Northwesterly compound curved turnout to said existing Southerly right-of-way line of Sprague Road at 83.84 feet right of Station 330+39.25 of said centerline of right-of-way of Sprague Road;
- Course IV** Thence along said Northwesterly compound curved turnout, along the arc of said curve deflecting to the left, **82.39 feet**, said curve having a radius of **50.00 feet**, a tangent of **54.00 feet**, a delta of **94 degrees 24 minutes 30 seconds**, and a chord which bears **North 43 degrees 25 minutes 17 seconds West**, a distance of **73.38 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at its point of tangency on said existing Southerly right-of-way line of Sprague Road at 30.00 feet right of Station 329+89.39 of said centerline of right-of-way of Sprague Road;
- Course V** Thence **South 89 degrees 22 minutes 28 seconds West**, along said existing Southerly right-of-way line of Sprague Road, a distance of **129.01 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at 30.00 feet right of Station 328+60.38 of said centerline of right-of-way of Sprague Road;
- Course VI** Thence **South 00 degrees 37 minutes 32 seconds East**, perpendicular to said existing Southerly right-of-way line of Sprague Road, a distance of **5.00 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") at 35.00 feet right of Station 328+60.38 of said centerline of right-of-way of Sprague Road;
- Course VII** Thence **South 89 degrees 22 minutes 28 seconds West**, parallel with and at a perpendicular distance of 5.00 feet South of said existing Southerly right-of-way line of Sprague Road, a distance of **5.55 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on said Westerly line of City of North Royalton's land (PP #481-02-029) at 35.00 feet right of Station 328+54.83 of said centerline of right-of-way of Sprague Road;
- Course VIII** Thence **North 00 degrees 37 minutes 32 seconds West**, perpendicular to said existing Southerly right-of-way line of Sprague Road, along said Westerly line of City of North Royalton's land (PP #481-02-029), a distance of **35.00 feet** to the Northwesterly corner thereof on said centerline of Sprague Road, Southerly line of O.L. #38 at Station 328+54.83 of said centerline of right-of-way of Sprague Road;

## **EXHIBIT A**

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**Course IX** Thence **North 89 degrees 22 minutes 28 seconds East**, along said centerline of Sprague Road, Southerly line of O.L. #38, a distance of **5.55 feet** to the **Principle Place of Beginning** and containing a Gross area of **0.306 acres (13,312 sq.ft.)** of land of which **0.247 acres (10,753 sq.ft.)** is Present Roadway Occupied, resulting in a Net area of **0.059 acres (2,559 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel #481-02-029;

Basis of Bearing for this legal description is the centerline of Sprague Road – C.R. 67 (width varies) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. Network using Station Garf.

The stations referred to herein are from the centerline of right-of-way of Sprague Road – C.R. 67 in the City of North Royalton, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheets 2 thru 4 of 34) of the “Right-of-Way Plans for CUY-Sprague Road C.R. 67” as recorded in AFN \_\_\_\_\_ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2019;

This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with the “Right-of-Way Plans for CUY-Sprague Road C.R. 67” as prepared by Mott MacDonald and Chagrin Valley Engineering, Ltd. in 2019 for Cuyahoga County Department of Public Works;

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Date:

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Donald F. Sheehy, P.S. #7849

## **EXHIBIT A**

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Ver. Date 09/23/19

PID #N/A

**PARCEL #201-WD  
CUY-SPRAGUE ROAD - C.R. 67  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

---

**[Surveyor's description of the premises follows]**

---

Situated in the City of North Royalton, County of Cuyahoga, State of Ohio and known as being a part of Original Royalton Township, Section #1 and being a **0.079 acres (3,446 sq.ft.) WARRANTY DEED PARCEL #201-WD for grading & pavement construction and trees to be removed** located within a 0.477 acre (calculated) parcel of land as conveyed to City of North Royalton by deed dated July 03, 2007 as recorded in Document #200707030006 (PP #481-02-031) of Cuyahoga County Deed Records and being a parcel of land lying on the left side of the centerline of right-of-way of Abbey Road (width varies) and further bounded and described as follows;

**Beginning** on the Southerly line of said O.L. #38 at its point of intersection of the centerlines of Sprague Road (width varies-as widened) and Abbey Road (width varies) at Station 331+13.87 of said centerline of right-of-way of Sprague Road (witnessed by a 5/8" iron pin in a monument box found - 0.07'S);

Thence **South 16 degrees 14 minutes 24 seconds West**, along said centerline of Abbey Road, a distance of **135.30 feet** to the Northeasterly corner of said City of North Royalton's land (PP #481-02-031) at Station 8+64.70 of said centerline of right-of-way of Abbey Road and the **Principle Place of Beginning** of the premises herein intended to be described;

**Course I** Thence continuing **South 16 degrees 14 minutes 24 seconds West**, along said centerline of Abbey Road, Easterly line of said City of North Royalton's land (PP #481-02-031), a distance of **103.98 feet** to the Southeasterly corner of said City of North Royalton's land (PP #481-02-031) at Station 7+60.72 of said centerline of right-of-way of Abbey Road;

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- Course II** Thence **South 89 degrees 22 minutes 28 seconds West**, along the Southerly line of said City of North Royalton's land (PP #481-02-031), a distance of **31.37 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the existing Westerly right-of-way line of said Abbey Road at 30.00 feet right of Station 7+51.62 of said centerline of right-of-way of Abbey Road;
- Course III** Thence along a Northwesterly curve, along the arc of said curve deflecting to the left, **101.83 feet**, said curve having a radius of **724.77 feet**, a tangent of **51.00 feet**, a delta of **08 degrees 02 minutes 59 seconds**, and a chord which bears **North 11 degrees 24 minutes 01 seconds East**, a distance of **101.74 feet** to a 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849") on the Northerly line of said City of North Royalton's land (PP #481-02-031) at 38.58 feet left of Station 8+53.00 of said centerline of right-of-way of Abbey Road;
- Course IV** Thence **North 89 degrees 22 minutes 28 seconds East**, along said Northerly line of City of North Royalton's land (PP #481-02-031), a distance of **40.32 feet** to the **Principle Place of Beginning** and containing a Gross area of **0.079 acres (3,446 sq.ft.)** of land of which **0.072 acres (3,121 sq.ft.)** is Present Roadway Occupied, resulting in a Net area of **0.007 acres (325 sq.ft.)** of land, more or less which is part of Cuyahoga County Auditor's Permanent Parcel #481-02-031;

Basis of Bearing for this legal description is the centerline of Abbey Road (width varies) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio Plane Coordinate System, NAD 83, North Zone by ties to the O.D.O.T. Network using Station Garf.

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The stations referred to herein are from the centerline of right-of-way of Abbey Road in the City of North Royalton, Cuyahoga County, Ohio, as shown on the Centerline Plat (Sheets 2 thru 4 of 34) of the "Right-of-Way Plans for CUY-Sprague Road C.R. 67" as recorded in AFN \_\_\_\_\_ of Cuyahoga County Map Records as prepared by Chagrin Valley Engineering, Ltd. in 2019;

This description was prepared under the supervision of and reviewed by Donald F. Sheehy, P.S. #7849 from surveys made under the supervision of Donald F. Sheehy, P.S. #7849 for Chagrin Valley Engineering, Ltd. in conjunction with the "Right-of-Way Plans for CUY-Sprague Road C.R. 67" as prepared by Mott MacDonald and Chagrin Valley Engineering, Ltd. in 2019 for Cuyahoga County Department of Public Works;

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Donald F. Sheehy, P.S. #7849