

# April 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4  EASTER	5	6 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS UTILITIES AND R&O 6:00	7 PLANNING COMMISSION 7:00 CAUCUS 6:45	8	9	10
11	12 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	13 MAYOR'S TASK FORCE ON JAIL ISSUES 2:00 MASTER PLAN MEETING 7:00	14	15	16	17
18	19	20 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	21	22 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	23	24
25	26	27 RECREATION BOARD 6:00	28	29	30	

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

# May 2021

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

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

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
APRIL 20, 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 Minutes: April 6, 2021
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

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

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

**SECOND READING CONSIDERATION**

1. **21-68 - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 214 GENERAL FEE SCHEDULE, SECTION 214.05 FEES IN THE BUSINESS AND REGULATION AND TAXATION CODE BY CREATING A NEW PARAGRAPH (r), AND DECLARING AN EMERGENCY. First reading April 6, 2021.**

**FIRST READING CONSIDERATION**

1. **21-71 - AN ORDINANCE ACCEPTING THE BID OF KOKOSING MATERIALS, INC., FOR THE PURCHASE OF ASPHALT FOR THE 2021 SEASON THROUGH THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.**
2. **21-72 - AN ORDINANCE ESTABLISHING A LOCAL FISCAL RECOVERY FUND, AND DECLARING AN EMERGENCY.**
3. **21-73 - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 20-134 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.**
4. **21-74 - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AWARD AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND THE OHIO EPA, FOR 2021 LEVEL 2 ELECTRIC VEHICLE CHARGING PORTS, AND DECLARING AN EMERGENCY.**

5. **21-75** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BY AND BETWEEN NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR LOCAL SANITARY SEWER ENCASEMENT UNDER THE DISTRICT'S ROCKY RIVER STREAM STABILIZATION AND SEWER PROTECTION IN NORTH ROYALTON PROJECT, AND DECLARING AN EMERGENCY.
6. **21-76** - AN ORDINANCE GRANTING TWO PERMANENT STORM WATER EASEMENTS TO THE NORTHEAST OHIO REGIONAL SEWER DISTRICT, AND DECLARING AN EMERGENCY.
7. **21-77** - AN ORDINANCE AUTHORIZING THE RAZING OF CITY OWNED PROPERTY LOCATED AT 12704 RIDGE ROAD IN THE CITY OF NORTH ROYALTON KNOWN AS PPN 482-30-002, AND DECLARING AN EMERGENCY.
8. **21-78** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION, CHAPTER 212 PUBLIC MEETINGS, SECTION 212.03 OPEN MEETINGS REQUIRED; MINUTES, AND DECLARING AN EMERGENCY.
9. **21-79** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION, CHAPTER 220 COUNCIL, SECTION 220.06 RULES OF COUNCIL, RULE XXIII RESIGNATION, AND DECLARING AN EMERGENCY.
10. **21-80** - AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF NORTH ROYALTON A CERTAIN AMENDMENT TO ARTICLE XVIII MISCELLANEOUS, SUBSECTION (f) OF THE CHARTER OF THE CITY OF NORTH ROYALTON, PERTAINING TO CHARTER REVIEW COMMISSION, AND DECLARING AN EMERGENCY.
11. **21-81** - AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF NORTH ROYALTON CERTAIN AMENDMENTS TO ARTICLE XVII, ELECTIONS, SUBSECTION (b), OF THE CHARTER OF THE CITY OF NORTH ROYALTON AND REPEALING ARTICLE XVII ELECTIONS, SUBSECTION (e) OF THE CHARTER OF THE CITY OF NORTH ROYALTON AND REPLACING SAME WITH A NEW SUBSECTION (e) ENTITLED NOMINATIONS, PRIMARY ELECTION, PERTAINING TO REMOVAL OF RUNOFF ELECTION AND CREATING A PRIMARY ELECTION, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

AN ORDINANCE ACCEPTING THE BID OF KOKOSING MATERIALS, INC., FOR THE PURCHASE OF ASPHALT FOR THE 2021 SEASON THROUGH THE JOINT MUNICIPAL IMPROVEMENT CONSORTIUM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton is authorized to purchase asphalt through its membership in the Joint Municipal Improvement Consortium (JMIC) which generally occurs at a lower rate than if purchased on the open market; and
- WHEREAS: The bids submitted to the JMIC were obtained in compliance with the competitive bidding requirements of the Ohio Revised Code and Charter of the City of North Royalton; and
- WHEREAS: The city is purchasing this product at a cost which meets or exceeds the specifications of the Ohio Cooperative Purchasing Program of the Department of Administrative Services, as required by House Bill 204; and
- WHEREAS: Council wishes to accept the bid of Kokosing Materials, Inc. for the purchase of asphalt.

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 2021 bid of Kokosing Materials, Inc., obtained through the Joint Municipal Improvement Consortium, for asphalt to be supplied to the City of North Royalton, as set forth in Exhibit A and which is in accordance with the specifications on file in the Office of the Service Director, is hereby accepted as the lowest and best bid.
- Section 2. The Mayor is hereby authorized and directed to enter into a contract on behalf of the City of North Royalton with Kokosing Materials, Inc., which shall be in accordance to the bid and specifications as set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.
- Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Kokosing Materials, Inc.
- Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of asphalt for the 2021 season.

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:



# City of North Royalton

Mayor Larry Antoskiewicz

**Nick Cinquepalmi**

*Service Director*

Service Department

440-582-3002

fax 440-582-3089

**TO:** Streets Committee – Vince Weimer, Chair  
Paul Marnecheck, Vice Chair  
Jessica Fenos

**FROM:** Nick Cinquepalmi, Service Director

**DATE:** April 7, 2021

**RE:** 2021 Supplying Asphalt Materials Bid Recommendation

Please find attached tally sheets from the April 7, 2021 bid opening for Supplying Asphalt Materials for 2021 Consortium Bid.

I am recommending the City of North Royalton accept the bid of **KOKOSING MATERIALS, INC** as the lowest and best bid for the 2021 season.

I am requesting that bid recommendation be placed on the next Council Agenda meeting for approval. If there are any questions, do not hesitate to contact me. Thanks.

/aca

Encl.

c: Mayor Larry Antoskiewicz  
Dana Schroeder, Legislative Director  
File

MATERIALS PICKED UP BY CITY AT VENDOR'S PLANT

**WITH RAP:**

Any deviations from ODOT RAP % must be detailed on the Exception sheet

Minimum 20 Tons

**PLANT LOCATION:**

*Phone* Garfield Hts. (216) 587-4900  
Cleveland (216) 441-8892

**ENCLOSED:**      BID GUARANTY/CONTRACT BOND    ☒ 10% BID BOND      BID CHECK, AMOUNT \$



9069 Brecksville Road

Brecksville, OH 44141

## PUBLIC BID SUMMARY

Results for  
**Supplying Asphalt Materials for Purchasing Consortium**  
Contract Term: May 1, 2021 – April 30, 2022

Bid Opening: Wednesday, April 7, 2021 9:00 a.m.

The following bids were received:

	<u>Kokosing Materials</u>	<u>Allied Corporation</u>
Virgin Materials		
448-1	\$71.00/ton	\$79.00/ton
448-2	\$70.00/ton	\$73.00/ton
301	\$69.00/ton	\$72.00/ton
412	NB	\$111.00/ton
With RAP		
Surface Course	\$65.00/ton	\$73.00/ton
Intermediate Course	\$59.50/ton	\$63.50/ton
Base 301 Course	\$59.00/ton	\$62.50/ton
Cost Per Ton Delivery of Materials	\$10.00/ton	\$9.75/ton
Cost Per Hour Delivery of Materials	\$100/hour (20 Ton Minimum)	\$90/hour (21 Ton Minimum)

Present: Becki Riser, City of Brecksville, Ray Schloss, Kokosing Materials

Attachment: Bid Tabulation & Bid Form Submissions



## BID TABULATION: Supplying Asphalt Materials During 2021/2022

**Purchasing Consortium Member Cities:** Brecksville, Broadview Heights, Independence, North Royalton, Seven Hills

**Bid Opening:** Wednesday, April 7, 2021 9:00 a.m.

**Present:** Becki Riser, City of Brecksville, Ray Schloss, Kokosing Materials

### KOKOSING MATERIALS, INC.

#### MATERIALS PICKED UP BY CITY AT VENDOR'S PLANT:

##### *VIRGIN MATERIALS:*

**448-1** \$71.00/Ton

**448-2** \$70.00/Ton

**301** \$69.00/Ton

**412** NB

##### *WITH RAP:*

**Surface Course** \$65.00/Ton

**Intermediate Course** \$59.50/Ton

**Base 301 Course** \$59.00/Ton

**COST PER TON FOR DELIVERY OF MATERIALS TO CITY'S JOB SITES:** \$10.00/Ton Minimum: 20 Tons

**COST PER HOUR FOR DELIVERY OF MATERIALS TO CITY'S JOB SITES:** \$100.00/Hour Minimum: 20 Tons

Bin Storage Capacity at Plant: Garfield Hts. 1,200 tons/Cleveland 1,500 Tons

Mixing Time/8T Load: N/A

Average Loading Time/8T Load: 5 minutes

Exceptions To Bid Specifications: None

#### **Name & Address of Bidder:**

Kokosing Materials, Inc.  
P.O. Box 334  
Fredericktown, OH 43019  
(740) 694-9585

#### **Plant Location(s):**

##### **Cleveland**

3000 Independence Road  
Cleveland, OH  
(216) 441-8892

##### **Garfield Heights**

13700 McCracken Road  
Garfield Heights, OH  
(216) 587-4900

## ALLIED CORPORATION, INC.

### MATERIALS PICKED UP BY CITY AT VENDOR'S PLANT:

#### *VIRGIN MATERIALS:*

**448-1**     \$79.00/Ton  
**448-2**     \$73.00/Ton  
**301**       \$72.00/Ton  
**412**       \$111.00/Ton

#### *WITH RAP:*

**Surface Course**             \$73.00/Ton  
**Intermediate Course**       \$63.50/Ton  
**Base 301 Course**           \$62.50/Ton

**COST PER TON FOR DELIVERY OF MATERIALS TO CITY'S JOB SITES:**             \$9.75/Ton             Minimum: 21 Tons

**COST PER HOUR FOR DELIVERY OF MATERIALS TO CITY'S JOB SITES:**             \$90.00/Hour             Minimum: 21 Tons

Bin Storage Capacity at Plant:     **Plant 76** = 3,000 Tons             **Plant 77** = 800 Tons

Mixing Time/8T Load:             N/A

Average Loading Time/8T Load:     4 minutes

Exceptions To Bid Specifications:   None

### **Name & Address of Bidder:**

Stoneco, Inc., dba Allied Corporation, Inc.  
8920 Canyon Falls Blvd., Suite 120  
Twinsburg, OH 44087  
(330) 425-7861

### **Plant Location(s):**

<b><u>Plant 76</u></b> 2214 West 3 <sup>rd</sup> Street Cleveland, OH 44113 (216) 633-8538	<b><u>Plant 77</u></b> 4900 West 150 <sup>th</sup> Street Cleveland, OH 44135 (216) 265-8990
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ORDINANCE NO. 21-72

INTRODUCED BY: Mayor Antoskiewicz,  
Marnecheck, Wos, Barath

AN ORDINANCE ESTABLISHING A LOCAL FISCAL RECOVERY FUND, AND  
DECLARING AN EMERGENCY

WHEREAS: The American Rescue Plan Act of 2021 (Pub. L. No. 117-2) (ARP) a \$1.9 trillion economic COVID-19 stimulus package, was signed into law on March 11, 2021; and

WHEREAS: The United States Treasury will allocate \$19.53 billion to the State to pass down to non-entitlement jurisdictions (i.e., those with populations < 50,000) according to population; and

WHEREAS: The City of North Royalton wishes to track all funds received and expenditures made from the American Rescue Plan Act to ensure compliance with the restrictions on said funds.

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

Section 1. Council hereby directs the Director of Finance to create a fund in the financial records of the City of North Royalton as set forth below to account for payments received and expenditures used to benefit the designated parcel as required by the by-laws of the entity and the best practices of the Ohio State Auditor:

FUND 254 LOCAL FISCAL RECOVERY FUND

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 create a fund within the financial records of the City of North Royalton to account for all activity for the Local Fiscal Recovery Fund as required by the by-laws of the entity and the best practices of the Ohio State Auditor.

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

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

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

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

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

YEAS:

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 20-134 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 20-134 for the fiscal year ending December 31, 2021 by transferring and making additional appropriations and providing for transfers between funds.

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

Section 1. To provide for the current expenses and other expenditures for the City of North Royalton, Ohio for the fiscal year ending December 31, 2021, the following sums be and they are hereby appropriated as itemized on Exhibit A attached hereto and incorporated herein as if fully rewritten.

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

General Fund	Police Facility Fund	\$ 550,000.00	Operating
General Fund	EMS Levy Fund	1,500,000.00	Operating
General Fund	SCMR Fund	300,000.00	Operating
General Fund	Enterprise Zone	16,400.00	Operating
General Fund	Police Pension Fund	350,000.00	Operating
General Fund	Fire Pension Fund	450,000.00	Operating
General Fund	General Bond Retirement Fund	700,000.00	Debt Service
YMCA Special Revenue	General Bond Retirement Fund	291,169.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	213,088.00	Debt Service
Future Capital Improvement Fund	NOPEC Grant Fund	3,000.00	Advance
Fire Capital Improvement Fund	General Bond Retirement Fund	146,973.00	Debt Service
Sprague Road Reconstruction Fund	General Bond Retirement Fund	17,887.00	Debt Service

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

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

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

PRESIDENT OF COUNCIL

APPROVED:

MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**CITY OF NORTH ROYALTON**  
**2021 Amending Budget Ordinance**

	Original Appropriations Per Ordinance# 2020-134	Amendments this Ordinance	Total 2021 Appropriations
<b>GENERAL FUND</b>			
<b>POLICE DEPARTMENT</b>			
Personal Service	3,594,000.00	17,000.00 A	3,611,000.00
Contractual Services	319,611.00	(5,000.00) B	314,611.00
Supply & Materials	168,200.00	5,000.00 B	173,200.00
Capital Outlay	14,500.00		14,500.00
Debt Service	147,000.00		147,000.00
<b>Total Police Department</b>	<b>4,243,311.00</b>	<b>17,000.00</b>	<b>4,260,311.00</b>
<b>ANIMAL CONTROL</b>			
Personal Service	163,995.00		163,995.00
Contractual Services	4,452.00		4,452.00
Supply & Materials	4,880.00		4,880.00
Capital Outlay	200.00		200.00
<b>Total Animal Control Department</b>	<b>173,527.00</b>	<b>-</b>	<b>173,527.00</b>
<b>FIRE DEPARTMENT</b>			
Personal Service	457,900.00	(10,000.00) C	447,900.00
Contractual Services	337,100.00	23,000.00 C	360,100.00
Supply & Materials	95,000.00		95,000.00
<b>Total Fire Department</b>	<b>890,000.00</b>	<b>13,000.00</b>	<b>903,000.00</b>
<b>POLICE AND FIRE COMMUNICATIONS</b>			
Personal Service	274,700.00	22,000.00 A	296,700.00
Contractual Services	817,497.00		817,497.00
Supply & Materials	1,545.00		1,545.00
Capital Outlay	1,500.00		1,500.00
<b>Total Police &amp; Fire Comm</b>	<b>1,095,242.00</b>	<b>22,000.00</b>	<b>1,117,242.00</b>
<b>STREET LIGHTING</b>			
Contractual Services	100,000.00		100,000.00
<b>Total Street Lighting</b>	<b>100,000.00</b>	<b>-</b>	<b>100,000.00</b>
<b>CEMETERY DEPARTMENT</b>			
Contractual Services	29,250.00		29,250.00
Supply & Materials	192,690.00		192,690.00
Capital Outlay	51,000.00	(6,000.00) D	45,000.00
<b>Total Cemetery Department</b>	<b>272,940.00</b>	<b>(6,000.00)</b>	<b>266,940.00</b>
<b>PARKS &amp; RECREATION DEPARTMENT</b>			
Personal Service	534,075.00	22,000.00 A	556,075.00
Contractual Services	90,369.00		90,369.00
Supply & Materials	156,960.00		156,960.00
Capital Outlay	85,000.00	12,500.00 D	97,500.00
<b>Total Parks &amp; Recreation Department</b>	<b>866,404.00</b>	<b>34,500.00</b>	<b>900,904.00</b>
<b>PLANNING COMMISSION</b>			
Personal Service	7,400.00		7,400.00
Contractual Services	7,800.00		7,800.00
Supply & Materials	550.00		550.00
<b>Total Planning Commission</b>	<b>15,750.00</b>	<b>-</b>	<b>15,750.00</b>
<b>BOARD OF ZONING</b>			
Personal Service	8,450.00		8,450.00
Contractual Services	2,500.00		2,500.00
Supply & Materials	700.00		700.00
<b>Total Board of Zoning</b>	<b>11,650.00</b>	<b>-</b>	<b>11,650.00</b>
<b>BUILDING DEPARTMENT</b>			
Personal Service	617,500.00		617,500.00
Contractual Services	125,400.00		125,400.00
Supply & Materials	23,000.00		23,000.00
Capital Outlay	109,200.00		109,200.00
<b>Total Building Department</b>	<b>875,100.00</b>	<b>-</b>	<b>875,100.00</b>

**CITY OF NORTH ROYALTON**  
**2021 Amending Budget Ordinance**

	Original Appropriations Per Ordinance# 2020-134	Amendments this Ordinance	Total 2021 Appropriations
<b>COMMUNITY DEVELOPMENT</b>			
Personal Service	159,750.00	1,600.00 A	161,350.00
Contractual Services	185,350.00	(20,000.00) E	165,350.00
Supply & Materials	3,600.00		3,600.00
<b>Total Community Development</b>	<b>348,700.00</b>	<b>(18,400.00)</b>	<b>330,300.00</b>
<b>RUBBISH COLLECTION</b>			
Contractual Services	1,650,000.00		1,650,000.00
<b>Total Rubbish Collection</b>	<b>1,650,000.00</b>	<b>-</b>	<b>1,650,000.00</b>
<b>SERVICE BUILDING AND GROUNDS</b>			
Contractual Services	80,300.00		80,300.00
Supply & Materials	39,500.00		39,500.00
<b>Total Service Bldg. &amp; Grounds</b>	<b>119,800.00</b>	<b>-</b>	<b>119,800.00</b>
<b>MAYOR'S OFFICE</b>			
Personal Service	260,150.00	1,900.00 A	262,050.00
Contractual Services	33,650.00		33,650.00
Supply & Materials	2,950.00		2,950.00
Capital Outlay	1,000.00		1,000.00
<b>Total Mayor's Office</b>	<b>297,750.00</b>	<b>1,900.00</b>	<b>299,650.00</b>
<b>FINANCE DEPARTMENT</b>			
Personal Service	316,584.00	3,050.00 A	319,634.00
Contractual Services	129,950.00		129,950.00
Supply & Materials	2,250.00		2,250.00
Capital Outlay	1,000.00		1,000.00
<b>Total Finance Department</b>	<b>449,784.00</b>	<b>3,050.00</b>	<b>452,834.00</b>
<b>LEGAL ADMINISTRATION</b>			
Personal Service	369,300.00	1,300.00 A	370,600.00
Contractual Services	137,100.00		137,100.00
Supply & Materials	10,000.00		10,000.00
<b>Total Legal Administration</b>	<b>516,400.00</b>	<b>1,300.00</b>	<b>517,700.00</b>
<b>ENGINEERING DEPARTMENT</b>			
Personal Service	168,700.00	(75,000.00) F	93,700.00
Contractual Services	105,350.00	75,000.00 F	180,350.00
Supply & Materials	1,200.00		1,200.00
Capital Outlay	12,500.00		12,500.00
<b>Total Engineering</b>	<b>287,750.00</b>	<b>-</b>	<b>287,750.00</b>
<b>LEGISLATIVE</b>			
Personal Service	316,900.00		316,900.00
Contractual Services	76,600.00		76,600.00
Supply & Materials	12,500.00		12,500.00
Capital Outlay	6,000.00		6,000.00
<b>Total Legislative Activity</b>	<b>412,000.00</b>	<b>-</b>	<b>412,000.00</b>
<b>MAYOR'S COURT</b>			
Personal Service	194,200.00		194,200.00
Contractual Services	65,100.00		65,100.00
Supply & Materials	1,800.00		1,800.00
<b>Total Mayor's Court</b>	<b>261,100.00</b>	<b>-</b>	<b>261,100.00</b>
<b>CIVIL SERVICE</b>			
Personal Service	5,050.00		5,050.00
Contractual Services	2,900.00	15,000.00 G	17,900.00
Supply & Materials	-	200.00 G	200.00
<b>Total Civil Service</b>	<b>7,950.00</b>	<b>15,200.00</b>	<b>23,150.00</b>

CITY OF NORTH ROYALTON  
2021 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2020-134	Amendments this Ordinance	Total 2021 Appropriations
<b>CITY HALL BUILDING</b>			
Personal Service	144,200.00		144,200.00
Contractual Services	183,800.00		183,800.00
Supply & Materials	17,400.00		17,400.00
Capital Outlay	1,000.00	10,000.00 E	11,000.00
<b>Total City Hall Building</b>	<b>346,400.00</b>	<b>10,000.00</b>	<b>356,400.00</b>
<b>OTHER GENERAL GOVERNMENT</b>			
Personal Services	10,000.00		10,000.00
Supply & Materials	225,000.00	28,000.00 E	253,000.00
Transfers-Out	3,866,400.00		3,866,400.00
<b>Total - Other General Government</b>	<b>4,101,400.00</b>	<b>28,000.00</b>	<b>4,129,400.00</b>
<b>TOTAL - GENERAL FUND</b>	<b>17,342,958.00</b>	<b>121,550.00</b>	<b>17,464,508.00</b>
<b>ENFORCEMENT AND EDUCATIONAL FUND #205</b>			
Personal Service	15,000.00		15,000.00
Supply & Materials	6,000.00		6,000.00
<b>Total Enforcement &amp; Education Fund</b>	<b>21,000.00</b>	<b>-</b>	<b>21,000.00</b>
<b>DRUG LAW ENFORCEMENT FUND #206</b>			
Supply & Materials	200.00		200.00
<b>Total Drug Law Enforcement Fund</b>	<b>200.00</b>	<b>-</b>	<b>200.00</b>
<b>POLICE FACILITY OPERATING FUND #207</b>			
Personal Service	907,500.00		907,500.00
Contractual Services	13,450.00		13,450.00
Supply & Materials	59,435.00		59,435.00
Capital Outlay	1,500.00		1,500.00
<b>Total Police Facility Operating Fund</b>	<b>981,885.00</b>	<b>-</b>	<b>981,885.00</b>
<b>LAW ENFORCEMENT TRUST FUND #208</b>			
Contractual Service	1,500.00		1,500.00
Supply & Materials	5,500.00		5,500.00
Capital Outlay	37,500.00		37,500.00
<b>Total Law Enforcement Trust Fund</b>	<b>44,500.00</b>	<b>-</b>	<b>44,500.00</b>
<b>EMERGENCY MEDICAL SERVICE LEVY FUND #209</b>			
Personal Service	2,925,500.00		2,925,500.00
Contractual Services	67,800.00		67,800.00
Supply & Materials	39,700.00		39,700.00
<b>Total EMS Levy Fund</b>	<b>3,033,000.00</b>	<b>-</b>	<b>3,033,000.00</b>
<b>MOTOR VEHICLE LICENSE FUND #210</b>			
Street Repair	230,000.00		230,000.00
<b>Total Motor Vehicle License Fund</b>	<b>230,000.00</b>	<b>-</b>	<b>230,000.00</b>
<b>STREET CONSTRUCTION, MAINTENANCE, &amp; REPAIR FUND #211</b>			
Signals & Signs			
Contractual Services	55,000.00		55,000.00
Supply & Materials	25,000.00		25,000.00
	80,000.00	-	80,000.00
Street Reconstruction			
Contractual Service	65,000.00		65,000.00
Capital Outlay	1,950,000.00		1,950,000.00
	2,015,000.00	-	2,015,000.00
Street Construction, Maintenance & Repair			
Personal Service	1,853,650.00	17,500.00 A	1,871,150.00
Contractual Services	139,775.00		139,775.00
Supply & Materials	451,500.00		451,500.00
	2,444,925.00	17,500.00	2,462,425.00

CITY OF NORTH ROYALTON  
2021 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2020-134	Amendments this Ordinance	Total 2021 Appropriations
Snow Removal			
Personal Service	112,000.00		112,000.00
Contractual Services	15,000.00		15,000.00
Supply & Materials	450,000.00		450,000.00
Capital Outlay	406,000.00		406,000.00
	983,000.00	-	983,000.00
<b>Total SCMR Fund</b>	<b>5,522,925.00</b>	<b>17,500.00</b>	<b>5,540,425.00</b>
<b>STATE HIGHWAY FUND #212</b>			
Traffic Signals & Marking			
Contractual Services	25,000.00		25,000.00
Street Maintenance & Repair			
Operating Supplies	30,000.00		30,000.00
Snow & Ice Removal			
Supply & Materials	70,000.00		70,000.00
<b>Total State Highway Fund</b>	<b>125,000.00</b>	<b>-</b>	<b>125,000.00</b>
<b>CITY INCOME TAX FUND #213</b>			
Contractual Services	500,000.00		500,000.00
<b>Total City Income Tax Fund</b>	<b>500,000.00</b>	<b>-</b>	<b>500,000.00</b>
<b>POLICE LEVY FUND #215</b>			
Personal Services	1,300,000.00		1,300,000.00
Contractual Services	2,000.00		2,000.00
Capital Outlay	264,500.00		264,500.00
<b>Total Police Levy Fund</b>	<b>1,566,500.00</b>	<b>-</b>	<b>1,566,500.00</b>
<b>FIRE LEVY FUND #216</b>			
Personal Service	980,000.00		980,000.00
<b>Total Fire Levy Fund</b>	<b>980,000.00</b>	<b>-</b>	<b>980,000.00</b>
<b>RECYCLING GRANT FUND #217</b>			
Contractual Services	6,000.00		6,000.00
<b>Total Recycling Grant Fund</b>	<b>6,000.00</b>	<b>-</b>	<b>6,000.00</b>
<b>OFFICE ON AGING FUND #219</b>			
Personal Services	141,180.00		141,180.00
Contractual Services	46,550.00		46,550.00
Supply & Materials	11,550.00		11,550.00
Capital Outlay	800.00		800.00
<b>Total Office on Aging Fund</b>	<b>200,080.00</b>	<b>-</b>	<b>200,080.00</b>
<b>NOPEC GRANT FUND #221</b>			
Capital Outlay	120,000.00	20,000.00	140,000.00
<b>Total NOPEC Grant Fund</b>	<b>120,000.00</b>	<b>20,000.00</b>	<b>140,000.00</b>
<b>COURT COMPUTER FUND #236</b>			
Contractual Services	10,000.00		10,000.00
Operating Supplies	5,000.00		5,000.00
Capital Outlay	4,300.00		4,300.00
<b>Total Court Computer Fund</b>	<b>19,300.00</b>	<b>-</b>	<b>19,300.00</b>
<b>COMMUNITY DIVERSION PROGRAM FUND #237</b>			
Personal Services	5,500.00		5,500.00
Contractual Services	2,000.00		2,000.00
Operating Supplies	450.00		450.00
<b>Total Community Diversion Program Fund</b>	<b>7,950.00</b>	<b>-</b>	<b>7,950.00</b>



**CITY OF NORTH ROYALTON**  
**2021 Amending Budget Ordinance**

	Original Appropriations Per Ordinance# 2020-134	Amendments this Ordinance	Total 2021 Appropriations
<b>ENTERPTISE ZONE FUND #239</b>			
Contractual Services	18,150.00		18,150.00
<b>Total Enterprise Zone Fund</b>	<b>18,150.00</b>	<b>-</b>	<b>18,150.00</b>
<b>YMCA SPECIAL REVENUE FUND #249</b>			
Transfers-Out	344,000.00	(52,831.00) I	291,169.00
<b>Total YMCA Special Revenue Fund</b>	<b>344,000.00</b>	<b>(52,831.00)</b>	<b>291,169.00</b>
<b>LOCAL CORONAVIRUS RELIEF FUND #252</b>			
Personal Service	-	33,900.00 J	33,900.00
Operating Supplies	-	7,958.00 J	7,958.00
<b>Total Local Coronavirus Relief Fund</b>	<b>-</b>	<b>41,858.00</b>	<b>41,858.00</b>
<b>ACCRUED BALANCES FUND #260</b>			
Personal Service	200,000.00		200,000.00
<b>Total Accrued Balances Fund</b>	<b>200,000.00</b>	<b>-</b>	<b>200,000.00</b>
<b>POLICE PENSION FUND #261</b>			
Personal Service	650,670.00		650,670.00
<b>Total Police Pension Fund</b>	<b>650,670.00</b>	<b>-</b>	<b>650,670.00</b>
<b>FIRE PENSION FUND #262</b>			
Personal Service	730,300.00		730,300.00
<b>Total Fire Pension Fund</b>	<b>730,300.00</b>	<b>-</b>	<b>730,300.00</b>
<b>GENERAL BOND RETIREMENT FUND #321</b>			
Supply & Materials	10,000.00		10,000.00
Debt Service - Interest	400,000.00	5,000.00 I	405,000.00
Debt Service - Principal	1,060,000.00	251,000.00 I	1,311,000.00
<b>Total General Bond Retirement Fund</b>	<b>1,470,000.00</b>	<b>256,000.00</b>	<b>1,726,000.00</b>
<b>SPECIAL ASSESSMENT FUND #341</b>			
Other	10,000.00		10,000.00
Debt Service	105,000.00		105,000.00
<b>Total Special Assessment Fund</b>	<b>115,000.00</b>	<b>-</b>	<b>115,000.00</b>
<b>SERVICE CAPITAL FUND #430</b>			
Capital Outlay	67,000.00		67,000.00
<b>Total Service Capital Fund</b>	<b>67,000.00</b>	<b>-</b>	<b>67,000.00</b>
<b>RECREATION CAPITAL IMPROVEMENT FUND #431</b>			
Capital Outlay	46,000.00	(6,500.00) D	39,500.00
<b>Total Rec Capital Improvement Fund</b>	<b>46,000.00</b>	<b>(6,500.00)</b>	<b>39,500.00</b>
<b>FUTURE CAPITAL IMPROVEMENT FUND #432</b>			
Transfers-Out	213,088.00	3,000.00 K	216,088.00
<b>Total Future Capital Improvement Fund</b>	<b>213,088.00</b>	<b>3,000.00</b>	<b>216,088.00</b>
<b>STORM AND SEWER DRAINAGE FUND #433</b>			
Contractual Services	62,000.00		62,000.00
<b>Total Storm &amp; Sewer Drainage Fund</b>	<b>62,000.00</b>	<b>-</b>	<b>62,000.00</b>

**CITY OF NORTH ROYALTON**  
**2021 Amending Budget Ordinance**

	Original Appropriations Per Ordinance# 2020-134	Amendments this Ordinance	Total 2021 Appropriations
<b>FIRE CAPITAL IMPROVEMENT FUND #434</b>			
Contractual Service	37,000.00		37,000.00
Capital Outlay	1,000.00		1,000.00
Debt Service	100,000.00		100,000.00
Transfer Out	107,813.00		107,813.00
Advance Out	146,973.00		146,973.00
<b>Total Fire Capital Improvement Fund</b>	<b>392,786.00</b>	<b>-</b>	<b>392,786.00</b>
<b>YMCA CAPITAL RESERVE FUND #437</b>			
Contractual Services	30,000.00		30,000.00
<b>Total YMCA Capital Imp Fund</b>	<b>30,000.00</b>	<b>-</b>	<b>30,000.00</b>
<b>WATER MAIN FUND #445</b>			
Capital Outlay	15,000.00		15,000.00
<b>Total Water Main Fund</b>	<b>15,000.00</b>	<b>-</b>	<b>15,000.00</b>
<b>ISSUE 1 - SPRAGUE ROAD FUND #451</b>			
Transfer Out	17,887.00		17,887.00
<b>Total Issue 1 - Sprague Rd. Fund</b>	<b>17,887.00</b>	<b>-</b>	<b>17,887.00</b>
<b>TRADITIONS AT ROYALTON PLACE TIF #465</b>			
Capital Outlay	195,000.00		195,000.00
<b>Total Energy Conservation Project Capital F</b>	<b>195,000.00</b>	<b>-</b>	<b>195,000.00</b>
<b>WASTEWATER TREATMENT FUND #551</b>			
Sanitary Sewer Treatment			
Personal Services	1,276,100.00	10,000.00 A	1,286,100.00
Contractual Services	2,472,800.00		2,472,800.00
Supply & Materials	466,800.00		466,800.00
Capital Outlay	300,000.00	200,000.00 M	500,000.00
<b>Total Wastewater Treatment Fund</b>	<b>4,515,700.00</b>	<b>210,000.00</b>	<b>4,725,700.00</b>
<b>WASTEWATER MAINTENANCE FUND #552</b>			
Storm Sewer & Drainage Maintenance			
Personal Service	747,200.00	(44,000.00) A	703,200.00
Contractual Services	302,600.00		302,600.00
Supply & Materials	167,500.00		167,500.00
Capital Outlay	572,000.00		572,000.00
<b>Total Stormwater &amp; Drainage</b>	<b>1,789,300.00</b>	<b>(44,000.00)</b>	<b>1,745,300.00</b>
Wastewater Maintenance			
Personal Service	1,002,840.00	44,000.00 A	1,046,840.00
Contractual Services	269,600.00		269,600.00
Supply & Materials	195,000.00	300,000.00 L	495,000.00
Capital Outlay	452,000.00		452,000.00
<b>Total Wastewater Maintenance</b>	<b>1,919,440.00</b>	<b>344,000.00</b>	<b>2,263,440.00</b>
<b>Total WW Maintenance Fund</b>	<b>3,708,740.00</b>	<b>300,000.00</b>	<b>4,008,740.00</b>
<b>WASTEWATER DEBT SERVICE FUND #553</b>			
Debt Service	733,300.00		733,300.00
<b>Total WW Debt Service Fund</b>	<b>733,300.00</b>	<b>-</b>	<b>733,300.00</b>
<b>WASTEWATER REPAIR AND REPLACEMENT FUND #555</b>			
Transfers-Out	200,000.00	(200,000.00) M	-
<b>Total WW Repair &amp; Replacem't</b>	<b>200,000.00</b>	<b>(200,000.00)</b>	<b>-</b>

CITY OF NORTH ROYALTON  
2021 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2020-134	Amendments this Ordinance	Total 2021 Appropriations
IMPROVEMENT HOLDING FUND #763			
Refunds	30,000.00		30,000.00
Total Improvement Holding Fund	30,000.00	-	30,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764			
Other	10,000.00		10,000.00
Total OBBS Fund	10,000.00	-	10,000.00
BUILDING CONSTRUCTION BOND FUND #766			
Other	50,000.00		50,000.00
Total Bldg. Construction Bond Fund	50,000.00	-	50,000.00
OFFICE ON AGING DEPOSITS FUND #768			
Other	1,000.00		1,000.00
Total Office on Aging Deposits Fund	1,000.00	-	1,000.00
UNCLAIMED FUNDS #769			
Other	500.00		500.00
Total Unclaimed Funds	500.00	-	500.00
FUND TOTALS	44,517,419.00	710,577.00	45,227,996.00

ORDINANCE NO. 21-74

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AWARD AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND THE OHIO EPA, FOR 2021 LEVEL 2 ELECTRIC VEHICLE CHARGING PORTS, AND DECLARING AN EMERGENCY

**WHEREAS:** The City of North Royalton has been awarded a grant in the amount of \$15,000.00 from the Ohio EPA, for two (2) 2021 Level 2 Electric Vehicle Charging ports; and

**WHEREAS:** It is therefore necessary to enter into an agreement with the Ohio EPA for this grant award;  
and

WHEREAS: Council desires to authorize the Mayor to enter into this agreement.

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

Section 1. The Mayor is hereby authorized to enter into a grant award agreement with the Ohio EPA, for two (2) 2021 Level 2 Electric Vehicle Charging ports pursuant to terms and conditions as 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 grant award agreement with the Ohio EPA to improve air quality in Ohio through better access to publicly available electric charging stations.

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:



Mike DeWine, Governor  
Jon Husted, Lt. Governor  
Laurie A. Stevenson, Director

April 9, 2021

Mr. Larry Antoskiewicz  
City of North Royalton  
14600 State Road  
North Royalton, OH 44133

**Re: VW/DMTF Level 2 EV Charging Grant Application #V21EVL2-0004**

Dear Mr. Antoskiewicz:

On behalf of Ohio Environmental Protection Agency Director Laurie Stevenson, please accept our congratulations on submitting a successful project application to the Diesel Mitigation Trust Fund (DMTF) program!

I am pleased to confirm that your proposal is receiving the funding listed below for installation of charging station ports in accordance with the information provided in your application:

<u>Grant Number</u>	<u>County</u>	<u>Location</u>	<u>Number of Proposed Ports</u>	<u>Dollar Amount</u>
V21EVL2-0004	Cuyahoga	YMCA of North Royalton	2	\$15,000
		Total:	2	\$15,000

Enclosed you will find a copy of the Grant Agreement **#V21EVL2-0004** to be executed between the Ohio EPA and City of North Royalton. Please use this grant number in all correspondence with us about the project.

As next steps, please note the following:

1. Please read through the Grant Agreement carefully to be sure you concur with the conditions, then have the person identified as the Authorizing Agent on your grant application **sign and date** the agreement on the signature page and **return an electronic scan of the signed copy** to [evcharging@epa.ohio.gov](mailto:evcharging@epa.ohio.gov).

2. A fully executed copy will be returned to you *after* we have obtained the signature of the Director of the Ohio Environmental Protection Agency. The grant agreement is executed on the date of the Ohio EPA Director's signature. We will include with the executed contract, an authorization to proceed letter and a Grant Administration Reference Folder (GARF) with forms and instructions for submitting progress reports and reimbursement requests. **Please note that we will not reimburse any expenses incurred before the date of the authorization to proceed letter and executed contract.**

3. These grants are supported with dollars allocated to Ohio under the court-supervised settlement of a federal civil enforcement case against Volkswagen and its affiliated companies. Under state cash management and recordkeeping requirements, it will be necessary for you to separately track and account for the use of these funds.

4. Ohio EPA must certify to the Trustee of the Volkswagen Mitigation Trust that all vendors were selected in accordance with state public contract laws, found in Ohio Revised Code section 125.05. Prior to reimbursement, you will be required to certify that all applicable federal, state and local procurement laws were adhered to. **Again, please do not purchase equipment or incur any project costs prior to receiving written authorization from Ohio EPA to proceed with the project.**

Finally, congratulations again on the success of your grant application, and thank you for your commitment to improving air quality in Ohio through better access to publicly available electric vehicle charging stations. We look forward to working with you on this project.

Sincerely,



Alauddin A. Alauddin, M.S., P.E., M.B.A  
Assistant Chief, Office of Environmental Education

ec: Tom Jordan, City of North Royalton

**OHIO DIESEL MITIGATION TRUST FUND  
2021 LEVEL 2 ELECTRIC VEHICLE CHARGING GRANT AGREEMENT**

This Agreement is effective on the date when the last required signature is affixed hereto. This Agreement is entered into by and between the **Ohio Environmental Protection Agency**, hereinafter referred to as the "Ohio EPA", and **City of North Royalton**, hereinafter referred to as "Grantee." This Agreement is made to administer the Diesel Mitigation Trust Fund ("DMTF") grant award for the project submitted for funding by the Grantee assigned Ohio EPA grant number **V21EVL2-0004**, hereinafter referred to as the "Grant Project."

**WHEREAS**, Ohio Revised Code (ORC) 3745.45 creates in the state treasury the Volkswagen clean air act settlement fund. Settlement funding is dispersed under the DMTF program administered by Ohio EPA.

**WHEREAS**, ORC 3745.01(C) authorizes the Director of Ohio EPA to enter into contracts with any other agencies of the state, the federal government, other states, and interstate agencies and with affected groups, political subdivisions and industries in furtherance of the purposes of that chapter and ORC Chapters 3704, 3714, 3734, 3745, 3751, 3752, 6109, and 6111.

**WHEREAS**, the Director desires to award a DMTF grant and/or to disburse Volkswagen clean air act settlement funding to Grantee.

**WHEREAS**, Grantee desires to perform and complete such work, activities, and requirements as prescribed by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements set forth herein, the parties hereby agree as follows:

**ARTICLE I: CONTACT AND COORDINATION AND NATURE OF RELATIONSHIP**

- 1.1 **(OEE Chief)** On behalf of the Director of the Ohio EPA, the Chief of the Office of Environmental Education ("OEE Chief") shall be responsible for evaluation of Grantee's performance, authorization of payment of the award to Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA OEE Chief, or his/her designee, shall coordinate communications with Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- 1.2 **(Grantee Project Director)** Grantee Project Director of the Grant Project ("Grantee Project Director") shall, in accordance with the proposed Budget, coordinate the work, activities, and requirements set forth in a) the body of this Agreement; b) the Grant Application; and c) in any applicable conditions

established precedent to this Agreement. Grantee's Project Director shall coordinate all work through the OEE Chief, or his/her designee.

- 1.3 **(Grantee Authorizing Agent)** Grantee's "Authorizing Agent" shall be the person who executes this Agreement on behalf of Grantee. If the Grantee's Authorizing Agent wishes to communicate with OEE, such communication must be with the OEE Chief or his/her designee.
- 1.4 **(Ohio EPA Authorizing Agent)** The Ohio EPA's "Authorizing Agent" shall be the person who executes this Agreement on behalf of the Ohio EPA. Ohio EPA's Authorizing Agent shall be the Director of Ohio EPA, or his/her delegated signatory.
- 1.5 **(Signatory Authority)** If Grantee wishes to delegate signatory authority to a representative, written confirmation of the delegation shall be sent to the OEE Chief.
- 1.6 **(Reliance on Grantee Representation)** The Ohio EPA, by and through the Director, enters into this Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Grantee warrants that it does possess the necessary expertise and experience. Further, Grantee agrees and represents that all persons involved in Grantee's performance of work under this Agreement are properly qualified, trained and competent, and possess the required licenses, permits, certifications, and registrations necessary to lawfully provide the services.
- 1.7 **(Grantee Responsibility)** Grantee shall be responsible for the performance of the requirements under this Agreement and the Ohio EPA shall not hire, supervise, or pay any assistants to Grantee in Grantee's performance under this Agreement. Ohio EPA shall not be required to provide any training to Grantee to enable it to perform services required hereunder. While Grantee shall be required to render services described hereunder for Ohio EPA, nothing herein shall be construed to imply that Ohio EPA shall have or may exercise any right of control over Grantee with regard to the manner or method of Grantee's performance of the services. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee. Ohio EPA retains the right to ensure that Grantee's work is in conformity with the terms and conditions of this Agreement.
- 1.8 **(Grantee Independence)** It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of the Ohio EPA, or the State of Ohio. Grantee acknowledges and agrees that any individual providing services under this Agreement is not a public employee for purposes of ORC Chapter 145.



- 1.9 **(Reimbursement)** In the event of a termination of this Agreement by Ohio EPA, Grantee shall be compensated in accordance with the Termination of Grantee's Services Article of this Agreement.
- 1.10 **(Grantee Responsibility for Business Expenses)** Grantee shall be responsible for all of Grantee's business expenses, including, but not limited to, computers, internet access, software, phone services, required licenses and permits, employee's wages, salaries, and benefits, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 1.11 **(Neither Party May Bind Other)** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 1.12 **(Compliance with ORC)** It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to Ohio law, including, but not limited to the terms of, ORC 127.16, or ORC Chapter 102.

## **ARTICLE II: SCOPE OF WORK**

- 2.1 **(Scope of Work)** Grantee shall successfully perform and complete the work, activities, and requirements set forth in a) the body of this Agreement; and b) in the Grant Application, which is attached hereto and labeled "**Exhibit A**"; and c) the 2020 DMTF Level 2 Electric Vehicle Charging Station Grant Request for Applications (RFA) which is attached hereto and labeled "**Exhibit B**", (Exhibit A and B are hereby made a part of this Agreement and incorporated herein by reference as if fully rewritten.)

Grantee will especially ensure that the charging ports installed under this grant project comply with all program requirements in Section 4 of the RFA, including but not limited to, a) equal and unrestricted availability, access and online visibility of the chargers to the public, b) at least one parking space and charger that meets the accessibility requirements of the American with Disabilities Act (ADA) and c) submission of Annual Charger Usage Reports as described in Article VIII Section 8.3.

- 2.2 **(Adherence to Budget)** Grantee included in the application, as a condition precedent to this Agreement, a proposed Budget. Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated Grant Project resources and expenditures for the term of this Agreement. Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit**

A" (attached hereto and incorporated herein) in accordance with the proposed Budget.

- 2.3 **(Fiscal & Activity Reports)** Grantee shall provide the OEE Chief with fiscal and activity reports in accordance with the terms set forth in Article VIII of this Agreement.
- 2.4 **(Publicity)** Grantee shall not do the following without crediting the source of the funding:
  - a. Advertise that Grantee is doing business with the State; or
  - b. Use this Agreement as a marketing or sales tool.
- 2.5 **(Contract Administration)** Grantee shall certify both the quantity and quality of material used and the quality of the work performed, when applicable, incurred by Grantee for the eligible work on the Grant Project. Grantee shall certify that the Grant Project is in accordance with the scope and material specifications or approved amendments thereto. The DMTF operates on a reimbursement basis. Grantee shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from Ohio EPA for vehicle or equipment purchases or work performed on the Grant Project. Grantee shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the Grant Project. Grantee must submit to Ohio EPA a written request for reimbursement of the DMTF share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs.

### **ARTICLE III: TIME OF PERFORMANCE**

- 3.1 **(Term of Agreement)** The parties agree that this Agreement is effective on the date when the last required signature is affixed hereto and runs through the date the OEE Chief issues a written letter of closure, except that Grantee agrees to retain fiscal records according to Article VII.
- 3.2 **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto and runs through **December 31, 2027 or the date the fifth complete calendar year annual charger usage report (described in Article VIII Section 8.3) is approved by the OEE Chief, whichever is later.** The Project Period may not be extended without the express agreement of the parties through a written request of Grantee and the written approval of Director or his/her delegated signatory.
- 3.3 **(Biennium limitation; Renewal at Discretion of Director)** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement may expire the last day of the current State of Ohio biennium. In the event that it is determined that Director's expenditure authorization is subject to a biennium limitation, then at Director's discretion, this Agreement may be renewed

by the parties for the next biennium by executing a new Agreement based upon the same terms and conditions of this Agreement or this Agreement may be renewed by any other legally acceptable method.

#### **ARTICLE IV: AWARD PAYMENTS AND EXPENDITURES**

- 4.1 **(Award Amount and Ports)** Ohio EPA, by and through the Director, hereby awards a grant amount of **\$15,000** to the Grantee to install 2 Level 2 electric vehicle charging ports.
- 4.2 **(Cost Estimate Attached)** The total amount due was computed according to the cost estimate set forth in Exhibit A of this Agreement.
- 4.3 **(Funding)** The award amount in Section 4.1 reflects the funding limit for the Grant Project set by the Ohio EPA Director. Unless otherwise provided, funds through Ohio EPA shall be applied only to the eligible costs associated with the Grant Project. Grantee shall provide all other financial resources necessary to fully complete the Grant Project, including all cost overruns and contractor claims.
- 4.4 **(Invoices Required)** Grantee shall submit an invoice for the compensation incurred consistent with Article IV Paragraph 4.2 above and Exhibit A. Each invoice shall contain: a) Grantee's name and federal employer identification number (or other identification as appropriate); b) the address to which payment is to be sent; c) the Purchase Order number, which authorizes the purchase of the services or supplies; and d) a description of the equipment purchased, services performed, and total hours worked. Upon receipt and approval of the invoice by Ohio EPA, a voucher for payment shall be processed.
- 4.5 **(Payments)** Grantee certifies that the first payment shall not be made until all parties hereto have executed this Agreement, work has been completed and Grantee has submitted a written payment request form with authorized signature to Ohio EPA. Each succeeding payment shall not be made until the OEE Chief determines that the Grantee has demonstrated satisfactory fiscal and technical performance in compliance with this Agreement, as demonstrated by the Fiscal and Activity Progress Reports required under this Agreement, and upon submittal of the payment request form with authorized signature. The last ten percent (10%) of the total grant award shall only be reimbursed to the Project Contractor upon satisfactory completion of the Grant Project and submission to Ohio EPA of approvable fiscal and activity closing reports and final payment request form, with authorized signature.

The amount of any one payment request shall not exceed the sum of prior eligible expenditures to be paid on a reimbursement basis for costs incurred and invoiced. If, at the time a payment request is made, the Grantee has a cash balance from previous payments, the payment amount will be reduced by the amount of the cash

balance.

- 4.6 **(Balance of Grant)** Provided the OEE Chief makes the determinations set forth in the immediately preceding paragraph, the OEE Chief shall forward the final payment to the Grantee.
- 4.7 **(Satisfactory Performance)** The parties understand and agree that all payments made under this grant award are based on actual costs and are made in consideration of Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
- 4.8 **(Unspent Funds)** Within ninety (90) days of the date of the close of the Project Period, Grantee shall return all unspent funds to the Ohio EPA. Checks shall be made payable to the Treasurer of the State of Ohio and mailed to the Ohio EPA, Office of Fiscal Administration, P.O. Box 1049, Columbus, Ohio 43216-1049.
- 4.9 **(Expenditures Incurred Prior to Effective Date of Agreement)** Grantee may not utilize any funds granted under this Agreement for payment of expenses or debts incurred prior to the effective date of this Agreement as specified in Article III, Paragraph 3.1.
- 4.10 **(Ineligible Costs: Costs Incurred in Preparation of Application)** Costs incurred in the preparation of the Grant Application and any revision thereof are not allowable costs.
- 4.11 **(No Reimbursement for Expenses)** Grantee shall not be reimbursed for travel, lodging, or other expenses incurred in the performance of this Agreement. Grantee's award shall be limited to the amount specified in Article IV, Paragraph 4.1.
- 4.12 **(Prohibited Expenditures)** Grantee may not use any funds granted under this Agreement for payment of: a) real estate acquisitions; b) capital improvements of permanent structures; c) fund-raising or membership drives; d) political campaigning for elective office or political candidates; e) legislative lobbying before a legislative body or administrative agency; f) grants or scholarships; g) food or beverage; h) indirect or overhead charges ; and i) anything else listed in current DMTF Grant Application guidelines as being prohibited.
- 4.13 **(Payment of Debts)** Grantee assumes full responsibility for the payment of all expenses or debts incurred in the performance of its obligations pursuant to this Agreement. Ohio EPA and its agents and employees assume no responsibility for the payment of any expense or debt incurred by Grantee.
- 4.14 **(Liability)** The Director of the Ohio EPA, and employees and representatives of Ohio EPA shall not be liable for any damages or claims made by any party that result from the expenditure of funds for the purposes of the Grant Award.

## **ARTICLE V: AVAILABILITY AND RECAPTURE OF FUNDS**

- 5.1 **(Funds Available)** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant funding provisions of the ORC., including, but not limited to, ORC 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the OEE Chief gives Grantee written notice that such funds have been made available. If the OEE Chief should learn that funds are unavailable to meet the obligations set forth herein, the OEE Chief shall use best efforts to promptly notify Grantee and this Agreement shall be deemed void *ab initio*.
- 5.2 **(Recapture of Funds)** Unless otherwise directed by Ohio EPA, within the Project Period described in Article III Section 3.2, if for any reason the Grant Project is not completed in accordance with Article II or to a degree acceptable to the Ohio EPA, the Grantee shall repay to Ohio EPA an amount equal to the total funds Ohio EPA disbursed on behalf of the Grant Project.

## **ARTICLE VI: DISPUTES AND TERMINATION**

- 6.1 **(Dispute Regarding Duties Other than Payments)** Any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to this Agreement, or breach thereof, other than payments, shall be resolved by the Director, after OEE Chief has endeavored to resolve the dispute through discussions with Grantee's Project Director.
- 6.2 **(Suspension/Termination)** As part of the resolution of any controversy, claim or dispute regarding the duties of Grantee or arising out of or relating to this Agreement, or breach thereof, the Director may immediately, with written notice to Grantee, suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and/or require total or partial refund of payments made to Grantee by Ohio EPA, if it appears to the Director that a) Grantee has not substantially performed according to the terms of this Agreement; b) Grantee has not shown the ability to perform in the future; c) Grantee has violated federal or state laws or regulations; or d) the effective performance of this Agreement is substantially endangered.
- 6.3 **(Cessation of Activities)** Grantee, upon receipt of notice to suspend or terminate Grant Project operations, shall cease all work under this Agreement, shall take all necessary and appropriate steps to cease the incurring of debts, and shall furnish a report concerning the work performed to that date, accomplishments, evaluation

of project activities, and such other matters as may be required by OEE Chief. In the event of suspension or termination, any payments made by the Ohio EPA for which Grantee has not performed work shall be refunded.

- 6.4 **(Delivery of Work Product)** In the event this Agreement is terminated prior to Grantee's completion of its obligations hereunder, Grantee shall deliver to OEE Chief all work products and documents that have been prepared by Grantee during the course of this Agreement. All such materials shall become, and remain, the property of the Ohio EPA, to be used in such manner and for such purposes as the Ohio EPA may choose.
- 6.5 **(Grantee Waiver)** Grantee agrees to waive any right to, and shall make no claim for, additional funds against Ohio EPA by reason of such suspension or termination.

## **ARTICLE VII: RECORD KEEPING**

- 7.1 **(Records Retention)** Grantee agrees to keep full and complete documentation of all fiscal accounting on file for five (5) years from the date the conditions of this Agreement are finalized. Documentation supporting fiscal accounting shall be filed in a manner allowing it to be readily located. Grantee shall maintain, in a manner consistent with generally accepted accounting procedures, auditable records of all financial records pertaining to this Agreement.
- 7.2 **(Separate Accounting)** Grantee shall establish and maintain separate accounting records, including, but not limited to, separate records for all receipts and disbursements of DMTF funding, for the management of funds pursuant to this Agreement consistent with generally accepted accounting practices.
- 7.3 **(Supporting Records)** Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records, including all invoices for goods and services that were paid with funds under this agreement, for such expenditures consistent with generally accepted accounting practices.
- 7.4 **(Access and Audit)** Grantee shall provide OEE, federal and state auditors, and/or inspectors general with access to any and all financial records necessary to document the utilization of funds provided under this Grant within two (2) weeks following the OEE Chief's written request for such access. The OEE Chief, or his/her designee, shall have the right to conduct a compliance audit of Grantee's financial records of the Grant Project and to take such other action as is necessary to verify the accuracy of the amounts of compensation claimed by Grantee hereunder.

## **ARTICLE VIII: GRANTEE PROJECT REPORTS**

- 8.1 **(Fiscal and Activity Progress Reports)** Fiscal and Activity Progress Reports shall describe the activities and accomplishments and account for the fiscal activity of the Grant Project for six-month periods. The Fiscal and Activity Progress Report must be signed by two individuals, unless the parties agree otherwise. The reports may be signed by the Project Director, Authorizing Agent, and/or Fiscal Agent. These Fiscal and Activity Progress Reports are due **30 days from the end of each six-month period until the end of the project period**. The first Fiscal and Activity Progress Report is due to the OEE Chief on 1/1/22.
- 8.2 **(Closing Fiscal and Activity Reports)** Closing Fiscal and Activity Report shall describe all fiscal activities and all Grant Project activities and accomplishments covering the entire project period. The Closing Report shall integrate and add to all previously submitted fiscal and activity reports. The Closing Report shall also include documentation of all support (cash, in-kind, and/or other contribution) received from sources other than Ohio EPA in support of the activities of the Grant Project. The Report must be signed by two individuals, unless the parties agree otherwise. The Report may be signed by the Project Director, Authorizing Agent, and/or Fiscal Agent. The Closing Fiscal and Activity Report is due **60 days from the end of the Project Period** defined in Article III Section 3.2.
- 8.3 **(Annual Charger Usage Reports)** Annual Charger Usage Reports are due by January 30<sup>th</sup> of every year and will span the previous calendar year. This reporting requirement will be effective the date the new chargers begin operating. It is anticipated that the first report submitted will cover part of a calendar year. After that, the grantee will submit complete year reports for the next 5 years.
- 8.4 **(Report Information)** With respect to every Fiscal and Activity Progress Report, Closing Report and Annual Charger Usage Report, the Grantee agrees to submit information identified by OEE in the "Grants Administration Reference Folder" and, where co-applicable, on forms supplied by OEE.

## **ARTICLE IX: RELATED AGREEMENTS**

- 9.1 **(Work to be Performed by Grantee)** The work contemplated in this Agreement is to be performed by Grantee, who may subcontract without Ohio EPA's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the work or services contemplated in this Agreement, but which are required for its satisfactory completion. All work subcontracted shall be at Grantee's expense.
- 9.2 **(Grantee Remains Responsible)** An agreement between the Grantee and a third party for contractual services related to the Grant Project shall not relieve Grantee of any of its responsibility under the terms and conditions of this Agreement.

- 9.3 **(Grantee Shall Bind Subcontractors to Terms of This Agreement)** Grantee shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor and shall not agree to any provision which seeks to bind Ohio EPA to terms inconsistent with, or at variance from, this Agreement. In addition, the Grantee agrees not to allow the third party to spend money in a manner prohibited by this Agreement or the Grant Guidelines. For example, Grantee agrees not to use DMTF grant dollars to pay the third party any indirect costs for contractual services above the amount allowed for indirect costs in the current DMTF Grant Application guidelines.

## **ARTICLE X: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE**

- 10.1 **(No Acquisition of Interest)** In the performance of this Agreement, Grantee agrees that neither Grantee nor any personnel of Grantee shall, prior to the completion of the duties and obligations of this Agreement, acquire any interest, direct or indirect, that is incompatible or in conflict with the discharge and fulfillment of Grantee's functions and responsibilities with respect to this Agreement.
- 10.2 **(Disclosure of Conflicting Interest)** Any person who has or acquires, whether voluntarily or involuntarily, an interest in contravention of paragraph 10.1 of this Article, shall immediately disclose such interest to the OEE Chief in writing. Thereafter, that person shall not participate in any action affecting the work under this Agreement, unless the Director or his/her designee shall determine that, in light of the interest disclosed, the person's participation in any such action would not be contrary to the public interest.
- 10.3 **(Compliance with Other Ohio Ethics and Conflicts of Interest Laws)** Grantee represents, warrants, and certifies that Grantee and all personnel of Grantee engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further represents, warrants, and certifies that neither Grantee nor any of its personnel will do anything that is inconsistent with such laws.

## **ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT**

- 11.1 **(Nondiscrimination in Hiring)** Pursuant to ORC 125.111, Grantee agrees that Grantee, any subcontractor, or any person acting on behalf of Grantee or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, national origin, or ancestry, against any citizen of this state in hiring of any person qualified and available to perform the work under this Agreement.



- 11.2 **(Nondiscrimination in Employment)** Grantee further agrees that Grantee, any subcontractor, or any person acting on behalf of Grantee or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, national origin, or ancestry.
- 11.3 **(Affirmative Action)** If required by ORC 125.111 to have an affirmative action program, Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file an affirmative action verification form with the equal employment opportunity office of the Department of Administrative Services. (The form may be completed with an electronic filing through the Ohio Gateway, available at <http://www.business.ohio.gov/>.)
- 11.4 **(Compliance with Labor Laws)** Grantee represents, warrants, and certifies that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances governing fair labor and employment practices.

## **ARTICLE XII: PURCHASING REQUIREMENTS**

- 12.1 **(Grantee Will Abide By Executive Order 2019-12D, Governing The Expenditure of Public Funds for Offshore Services)** Grantee affirms to have read and understands Executive Order No. 2019-12D issued by Ohio Governor Mike DeWine. Grantee shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside the United States. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement. The Executive Order is available at: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>. The term services as used in this Agreement does not include the purchase of equipment, parts or supplies under the Grant Project.
- 12.2 **(Grantee Will Abide By Executive Order 2019-12D and Make Certain Disclosures)** Grantee also affirms, understands, and agrees to immediately notify the Ohio EPA of any changes or shift in the location(s) of services performed by Grantee or its subcontractors, if any, under this Agreement and that no services shall be changed or shifted to a location that is outside the United States.
- A. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The

State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including, but not limited to, an audit or a risk analysis, as a result of Grantee performing services outside the United States.

- B. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
- C. Notwithstanding the State permitting a period of time to cure the breach or Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including, but not limited to, recovery of funds paid for services Grantee performed outside of the United States.

- 12.3 **(MBE/DBE Good Faith Efforts in Subcontracting)** When seeking vendors under this Agreement, Grantee shall make a good faith effort to identify Minority Business Enterprises (MBE) and Disadvantaged Business Enterprises (DBE) that are a potential source for the good or service and make them aware of the opportunity to submit a proposal or bid for the work. MBE/DBE vendors can be found at: <https://eodreporting.oit.ohio.gov/mbe-certification> and <https://eodreporting.oit.ohio.gov/edge-certification>.

### **ARTICLE XIII: RIGHTS IN MATERIALS AND COPYRIGHTS/PUBLIC USE**

- 13.1 **(Public Record)** The parties hereto understand and agree that it is the intent of the OEE Chief to make all materials submitted as a part of this Grant Project available to the public.

### **ARTICLE XIV: RESPONSIBILITY/DAMAGES**

- 14.1 **(Responsibility)** Each party will be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own negligence, tortious acts, or other conduct or are due to the negligence, tortious acts, or other conduct of that party's respective agents, officers, or employees.
- 14.2 **(No Special Damages)** In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

## **ARTICLE XV: COMPLIANCE WITH LAWS**

- 15.1. **(Compliance with Other Laws.)** In addition to complying with the laws specifically referenced in this Grant Agreement, Grantee agrees to comply with all applicable federal, state, and local laws, not specifically referenced herein, in the performance of this Agreement. Grantee accepts full responsibility for payment of taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the work required to fulfill its obligations under this Agreement.

## **ARTICLE XVI: DRUG FREE WORKPLACE**

- 16.1 **(Drug-Free Workplace)** Grantee agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess alcohol, illegal drugs, or abuse prescription drugs in any way during the performance of this Agreement.

## **ARTICLE XVII: CAMPAIGN CONTRIBUTIONS**

- 17.1 **(No Campaign Contributions)** Grantee certifies that neither Grantee nor any of Grantee's partners, administrators, shareholders nor the spouses of any such persons, have made within the previous two calendar years any campaign contribution **in excess of** a limitation specified in ORC 3517.13(I) or (J). (In general, this law prohibits contracts when such individuals have made contributions to the public officer having ultimate responsibility for contract award or to the public officer's campaign committee. The Ohio Governor's office is considered to have ultimate responsibility for award of Ohio EPA contracts.)
- 17.2 **(No Lobbying)** In addition, Grantee agrees not to use any funds received under this Agreement to support any political campaign for elective office or to support attempts to lobby legislation before a legislative body or administrative agency.

## **ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER**

- 18.1 **(Entire Agreement)** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 18.2 **(Supersedence)** This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

- 18.3 **(No Continuing Waiver)** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

## **ARTICLE XIX: MODIFICATION OF PROJECT BUDGET AND PROJECT ACTIVITIES**

- 19.1 **(Project Budget Modifications)** Grantee may NOT modify a budget line item, as contained in Exhibit A, without prior written approval of the OEE Chief. Grantee shall provide the OEE Chief written notice of the requested changes and a revised budget in written form within thirty (30) days after Grantee's determination that a revision to the budget is needed. Grantee shall report the Project Budget modifications according to the guidelines set forth in the Grant Administration Reference Folder. Further, Grantee shall maintain in its fiscal records documentation of all budget line item modifications.
- 19.2 **(Project Activity Modifications)** Grantee may NOT modify the Project Activities, as contained in Exhibit A, without prior written approval of the OEE Chief. Grantee shall propose the requested Project Activity modifications according to the guidelines set forth in the Grant Administration Reference Folder.

## **ARTICLE XX: HEADINGS**

- 20.1 **(Headings)** The paragraph and article titles and headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

## **ARTICLE XXI: SEVERABILITY**

- 21.1 **(Severability)** A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

## **ARTICLE XXII: CONTROLLING LAW**

- 22.1 **(Governing Law)** This Agreement shall be interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio. Only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance under it.

### **ARTICLE XXIII: SUCCESSORS AND ASSIGNS**

- 23.1 **(Written Consent Required)** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by Grantee without the prior written consent of the Ohio EPA. Any attempted assignment or delegation not consented to may be deemed void by the Ohio EPA.

### **ARTICLE XXIV: FINDINGS OF RECOVERY**

- 24.1 **(No Unresolved Findings of Recovery)** Grantee warrants that it is not subject to an “unresolved” finding for recovery under ORC 9.24. Grantee agrees that if Grantee is subject to an “unresolved” finding for recovery under ORC 9.24, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.

### **ARTICLE XXV: DEBARMENT**

- 25.1 **(Suspension and Debarment)** Grantee certifies that they are not on the Excluded Parties List as a result of debarment or suspension and when expending federal funds, agree to verify that prospective vendors who will be paid more than \$25,000 and all providers of auditing or similar financial services (regardless of amount paid) do not appear on the Excluded Parties List which is available at: [www.sam.gov](http://www.sam.gov).

### **ARTICLE XXVI: CERTIFICATIONS**

- 26.1 **(Victim Protection Act)** Grantee certifies that the Grantee, the Grantee’s employees, subrecipients under this award, and subrecipients’ employees will not: a) engage in any form of trafficking in persons during the period of time that this award is in effect; b) procure a commercial sex act during the period of time that this award is in effect; or c) use forced labor in the performance of the award or sub awards under the award.
- 26.2 **(False Claim)** Grantee certifies that it will promptly forward to the U.S. Environmental Protection Agency’s Inspector General any credible evidence that any person has submitted a false claim under the False Claims Act or committed any other civil or criminal violation of law involving funds provided under this grant.

### **ARTICLE XXVII: EXECUTION/EFFECTIVE DATE**

- 27.1 **(Full Execution Required)** This Agreement is not binding upon the parties unless executed in full.

27.2 **(Execution)** Two or more copies of this Agreement may be executed contemporaneously, each of which copy shall be deemed an original, but all of which together shall constitute one and the same instrument.

By signing the signature page, Grantee assures and certifies that the specific information detailed in this Agreement, the Grant Application (Exhibit A) and the RFA (Exhibit B) are current, accurate and complete.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

\_\_\_\_\_  
Signature of Grantee's Authorizing Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Grantee's Authorizing Agent  
(Please type or print)

\_\_\_\_\_  
Name of Grantee's Organization  
(Please type or print)

\_\_\_\_\_  
Laurie A. Stevenson, Director, or Authorized Agent  
Ohio Environmental Protection Agency

\_\_\_\_\_  
Date

ORDINANCE NO. 21-75

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BY AND BETWEEN NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF NORTH ROYALTON FOR LOCAL SANITARY SEWER ENCASEMENT UNDER THE DISTRICT'S ROCKY RIVER STREAM STABILIZATION AND SEWER PROTECTION IN NORTH ROYALTON PROJECT, AND DECLARING AN EMERGENCY

- WHEREAS: The District is performing the Rocky River Stream Stabilization and Sewer Protection in North Royalton Project (the "District's Project") as a Water Resource Project under its Regional Stormwater Management Program; and
- WHEREAS: The City of North Royalton owns the local sanitary sewer system within the District's Project area; and
- WHEREAS: The District's Project will include stabilizing eroding streambanks and protecting an exposed local sanitary sewer (the "City's Sanitary Sewer") on an unnamed tributary to the East Branch of the Rocky River in the City of North Royalton; and
- WHEREAS: Protection of the exposed portion of the City's Sanitary Sewer will include constructing a concrete encasement (the "Sanitary Sewer Encasement") and the installation of riffle structures in the stream to allow sediment to accumulate over the encased sewer to provide further protection; and
- WHEREAS: The District has agreed to perform the Sanitary Sewer Encasement under the District's Project and to receive reimbursement from the City for such performance, in accordance with the terms and conditions contained in this Agreement; and
- WHEREAS: The District is authorized to perform the Sanitary Sewer Encasement, generally, under Ohio Revised Code Section 6119.09, and specifically, under Ohio Revised Code Section 6119.06(G) to contract with any political subdivision to construct, reconstruct, enlarge, improve, maintain, repair, and operate Water Resource Projects; and under Ohio Revised Code Section 6119.09 to enter into agreements with political subdivisions for the effective cooperative action and safeguarding of the respective interests of the parties for the construction and funding of projects by one or more of the parties; and is authorized under Ohio Revised Code Section 6119.06 (O) to make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of its duties and the execution of its powers under Chapter 6119 of the Ohio Revised Code; and
- WHEREAS: Council desires to authorize the Mayor to execute said agreement.

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

Section 1. Council hereby authorizes the Mayor to execute an agreement by and between Northeast Ohio Regional Sewer District and City of North Royalton for local sanitary sewer encasement under the district's Rocky River Stream Stabilization and Sewer Protection in North Royalton Project pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit 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 execute the agreement by and between Northeast Ohio Regional Sewer District and City of North Royalton for local sanitary sewer encasement under the district's Rocky River Stream Stabilization and Sewer Protection in North Royalton Project to protect and preserve the integrity of that section of sewer.

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

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

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

NAYS:



REIMBURSEMENT AGREEMENT  
BY AND BETWEEN  
NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF NORTH ROYALTON  
FOR  
LOCAL SANITARY SEWER ENCASEMENT

UNDER THE DISTRICT'S ROCKY RIVER STREAM STABILIZATION AND SEWER  
PROTECTION IN NORTH ROYALTON PROJECT

This Reimbursement Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") by and between the Northeast Ohio Regional Sewer District ("District") a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, acting pursuant to Resolution No. \_\_\_\_\_, adopted by the Board of Trustees of the District on \_\_\_\_\_ (attached hereto as Exhibit "A"), and the City of North Royalton ("City"), a Charter Municipality of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_\_, passed by its City Council on \_\_\_\_\_ (attached hereto as Exhibit "B").

**RECITALS**

1. The District is performing the Rocky River Stream Stabilization and Sewer Protection in North Royalton Project (the "District's Project") as a Water Resource Project under its Regional Stormwater Management Program.
2. The City of North Royalton owns the local sanitary sewer system within the District's Project area.
3. The District's Project will include stabilizing eroding streambanks and protecting an exposed local sanitary sewer (the "City's Sanitary Sewer") on an unnamed tributary to the East Branch of the Rocky River in the City of North Royalton.
4. Protection of the exposed portion of the City's Sanitary Sewer will include constructing a concrete encasement (the "Sanitary Sewer Encasement") and the installation of riffle structures in the stream to allow sediment to accumulate over the encased sewer to provide further protection.
5. The District has agreed to perform the Sanitary Sewer Encasement under the District's Project and to receive reimbursement from the City for such performance, in accordance with the terms and conditions contained in this Agreement.

6. The District is authorized to perform the Sanitary Sewer Encasement, generally, under Ohio Revised Code Section 6119.09, and specifically, under Ohio Revised Code Section 6119.06(G) to contract with any political subdivision to construct, reconstruct, enlarge, improve, maintain, repair, and operate Water Resource Projects; and under Ohio Revised Code Section 6119.09 to enter into agreements with political subdivisions for the effective cooperative action and safeguarding of the respective interests of the parties for the construction and funding of projects by one or more of the parties; and is authorized under Ohio Revised Code Section 6119.06 (O) to make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of its duties and the execution of its powers under Chapter 6119 of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein, the parties agree as follows:

Section 1. District Performance of Sanitary Sewer Encasement. In consideration of the coordination of efforts between the City and the District, the District shall perform the construction work necessary for the Sanitary Sewer Encasement of the City's Sanitary Sewer, as depicted in Exhibit "C," under the District's Project.

Section 2. City Reimbursement of District Costs. The City agrees to reimburse the District based upon the District's actual costs associated with all construction work performed for the Sanitary Sewer Encasement. The City has authorized an initial amount not-to-exceed One Hundred Thirty-Nine Thousand Four Hundred Dollars (\$139,400.00.00) (the "City Funds") for such services and work. The City shall reimburse the District after receipt of documentation to the City's reasonable satisfaction and submitted in a form sufficient to allow the City to review, inspect and approve the contractor's invoices and/or pay requests for materials, labor, and quantities installed that are included in the District's construction costs. In the event that the initial amount of City Funds authorized hereunder is insufficient to fully reimburse the District as required, the City shall seek additional City Council authority for the funding necessary to fully reimburse the District.

Section 3. Remedies. The parties agree that all claims, counter-claims, disputes and other matters in question between the District and City arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Section 4. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Section 5. Governing Law. The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all parties hereto consent to venue and jurisdiction).

Section 6. Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the City and District, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Section 7. Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Section 8. Exhibits. The following exhibits are attached hereto and incorporated herein:

Exhibit "A" - District Resolution

Exhibit "B" - City Ordinance

Exhibit "C" - Sanitary Sewer Encasement Depiction

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

and: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

CITY OF NORTH ROYALTON

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

The legal form and correctness  
of this instrument is approved.

Thomas A. Kelly  
Director of Law

By: \_\_\_\_\_  
Donna M. Vozar  
Assistant Director of Law

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

This Instrument Prepared By:

\_\_\_\_\_  
Katarina K. Waag  
Assistant Director of Law  
Northeast Ohio Regional Sewer District

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

# AGREEMENT NO.

NORTHEAST OHIO REGIONAL  
SEWER DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

LOCAL SANITARY SEWER  
ENCASEMENT REIMBURSEMENT

---

Approximate Amount of Funds to Be  
Received:

\$139,400.00

---

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

---

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

---

Date

## ACKNOWLEDGMENT

It is hereby acknowledged that any  
funds or receipt of revenue required  
to meet the terms and conditions of  
the contract, agreement, or  
obligations, for the above, will be  
deposited into the Treasury and  
directed for authorized purposes.

---

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

---

Date

ORDINANCE NO. 21-76

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE GRANTING TWO PERMANENT STORM WATER EASEMENTS TO THE  
NORTHEAST OHIO REGIONAL SEWER DISTRICT, AND DECLARING AN EMERGENCY

**WHEREAS:** It is the desire of the City of North Royalton to grant and convey two, permanent Storm Water Easements to the Northeast Ohio Regional Sewer District on Permanent Parcel Nos. 483-20-010 and 483-20-030 in order to allow for the storm water improvement project to encase an existing sewer to proceed.

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

**Section 1.** Council hereby authorizes the Mayor to execute the attached easement agreements and thereby convey two, permanent Storm Water Easements to the NEORS on Permanent Parcel Nos. 483-20-010 and 483-20-030 and as further described on Exhibits 1 and 2 attached hereto for the purposes stated in the easements and as described in the separately proposed Ordinance 21-75.

**Section 2.** The Mayor is hereby authorized to execute said agreements and to take such action and to execute such other documents and amendments thereto as may be necessary as are approved by the Law Director.

**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 grant two permanent Storm Water Easements to the Northeast Ohio Regional Sewer District on Permanent Parcel Nos. 483-20-010 and 483-20-030.

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:

**PERMANENT STORMWATER EASEMENT**  
**Part PPN: 483-20-010**

KNOW ALL MEN BY THESE PRESENTS: That: the City of North Royalton, a municipal corporation of the State of Ohio, hereinafter the “GRANTOR”, for valuable consideration received in full satisfaction, does hereby give, grant, bargain, and convey, to the Northeast Ohio Regional Sewer District, a regional sewer district organized and existing as an independent political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, acting pursuant to Resolution No.\_\_\_\_\_, adopted by its Board of Trustees on \_\_\_\_\_, 20\_\_\_\_, hereinafter the “GRANTEE”, forever and in perpetuity, a Stormwater Easement for the purposes hereinafter described, in, across, through, upon, over, and under certain areas (herein, the “Easement Area”, as described herein below) of the real estate situated in the City of North Royalton, and known as Parcel No. 483-20-010 (herein, the “Real Estate”), together with a right of ingress and egress over adjacent property known as Parcel Nos. 483-20-009 and 483-20-030, also owned by the Grantor, to access the Easement Area described herein. GRANTOR claims title to said Real Estate by deed recorded in the Cuyahoga County, Ohio Recorder’s office at 201111070814.

The Easement Area contains 5.9953 acres, more or less, within said Real Estate and is more particularly described in Exhibit “A” which is attached hereto, made a part hereof, and incorporated herein.

Said Stormwater Easement is hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to its use and benefit forever by the GRANTEE. This Stormwater Easement is provided to the GRANTEE for the purposes of installing,

constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing and replacing stormwater facilities (herein, collectively, the “Facilities”) within the Easement Area. The exercise and nature of the rights granted herein shall be at the sole discretion of the GRANTEE.

GRANTOR agrees not to excavate or fill land or build, construct, place or permit any landscaping, planting, pavement, building or other structure or item upon or within the Easement Area or the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein or to otherwise conduct activities or use the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein. Further, GRANTOR shall not cause or permit others to remove or willfully alter the Facilities.

The GRANTEE shall, at all times, have the right to access the Easement Area and Facilities and to ingress and egress over the Real Estate and the adjoining parcels, known as PPNs 483-20-009 and 483-20-030, to enter upon the Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Area and their transportation across the Real Estate to access the Easement Area for the activities and purposes set forth herein. GRANTEE agrees to repair or replace, if necessary, any damages to the surface of the Real Estate disturbed by reason of or in connection with the activities and purposes herein granted, so that said Real Estate will return to substantially the same condition in which it was found prior to the commencement of such activities and purposes, except that GRANTEE shall not be required to replace any trees within the Easement Area which are damaged at any time, nor shall it be required to replace any landscaping installed within the Easement Area after the initial construction of the said Facilities and subsequently disturbed by GRANTEE in connection with the activities and purposes herein granted to it.



This grant of Stormwater Easement and access across the Grantor's adjoining parcels will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

To have and to hold the land herein before described unto the GRANTEE for the aforesaid uses and purposes.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

CITY OF NORTH ROYALTON

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

Print: \_\_\_\_\_

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

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

Print: \_\_\_\_\_

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

Signed and acknowledged  
in the presence of:

STATE OF OHIO                      }

COUNTY OF CUYAHOGA    } ss:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named   City   of   North   Royalton,   by   \_\_\_\_\_,  
its\_\_\_\_\_, who acknowledged that he/she did sign the foregoing, and  
that the same is his/her free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at  
\_\_\_\_\_, Ohio, this\_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

.

Witness my official signature and seal on the day last above mentioned.

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

The legal form of this instrument is approved.

DATE\_\_\_\_\_,20\_\_.

\_\_\_\_\_  
Eric Luckage  
Chief Legal Officer  
Northeast Ohio Regional Sewer District

Northeast Ohio Regional Sewer District

By:\_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

And:\_\_\_\_\_  
Darnell Brown  
President, Board of Trustees

This instrument prepared by:

Julie A. Blair, Esq.  
Northeast Ohio Regional Sewer District  
3900 Euclid Avenue  
Cleveland, Ohio 44115  
(216) 881-6600

**LEGAL DESCRIPTION  
PERMANENT EASEMENT  
WITHIN CITY OF NORTH ROYALTON'S LAND  
PP #483-20-010  
AKINS ROAD- REAR  
CITY OF NORTH ROYALTON  
COUNTY OF CUYAHOGA, OHIO**

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being a part of Original Royalton Township, Section #3 and being a **5.9953 acres (261,157 sq.ft.) Permanent Easement** located within a 6.0 acres (Deed) parcel of land and as conveyed to City of North Royalton. by deed dated November 07, 2011 as recorded in Document #201111070814 (Parcel #1 - PP #483-20-010) of Cuyahoga County Deed Records and further bounded and described as follows;

Beginning at the intersection of the centerline of Akins Road with the Westerly line of land as conveyed to Coleen E. McGinty by deed dated October 19, 2018 as recorded in Document #201810190497 (PP #483-21-001) of Cuyahoga County Deed Records;

Thence **North 06°08'17" West**, along said Westerly line of McGinty' land (PP #483-21-001) and the Westerly lines of Camelot Estates Subdivision #1 & #2 as recorded in Volume 248, Page 30 & Volume 253, Page 53, respectively, all of Cuyahoga County Map Records, a distance of **2,109.49 feet** to an angle point therein;

Thence **North 16°41'53" East**, continuing along said Westerly line of Camelot Estates Subdivision #2, a distance of **359.60 feet** to the Southwesterly corner of said City of North Royalton's land (PP #483-20-010) and the Principle Place of Beginning of the Premises herein intended to be described;

**COURSE I**            Thence continuing **North 16°41'53" East**, along the Westerly line of said City of North Royalton's land (PP #483-20-010), a distance of **284.16 feet** to the Northwesterly corner thereof;

**COURSE II**        Thence **South 50°47'07" East**, along a Northerly line of said City of North Royalton's land (PP #483-20-010), a distance of **587.43 feet** to an angle point therein;

**COURSE III**       Thence **North 88°19'51" East**, continuing along said Northerly line of City of North Royalton's land (PP #483-20-010), a distance of **363.38 feet** to the Northeasterly corner thereof;

**COURSE IV**        Thence **South 01°57'07" East**, along the Easterly line of said City of North Royalton's land (PP #483-20-010), a distance of **262.50 feet** to the Southeasterly corner thereof;

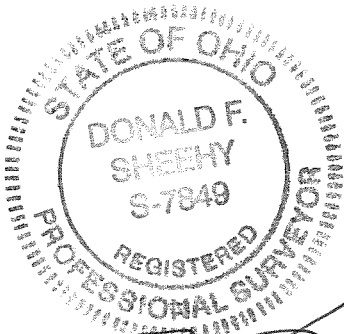
**COURSE V**        Thence **South 88°19'51" West**, along a Southerly line of said City of North Royalton's land (PP #483-20-010), a distance of **462.52 feet** to an angle point therein;

**COURSE VI**

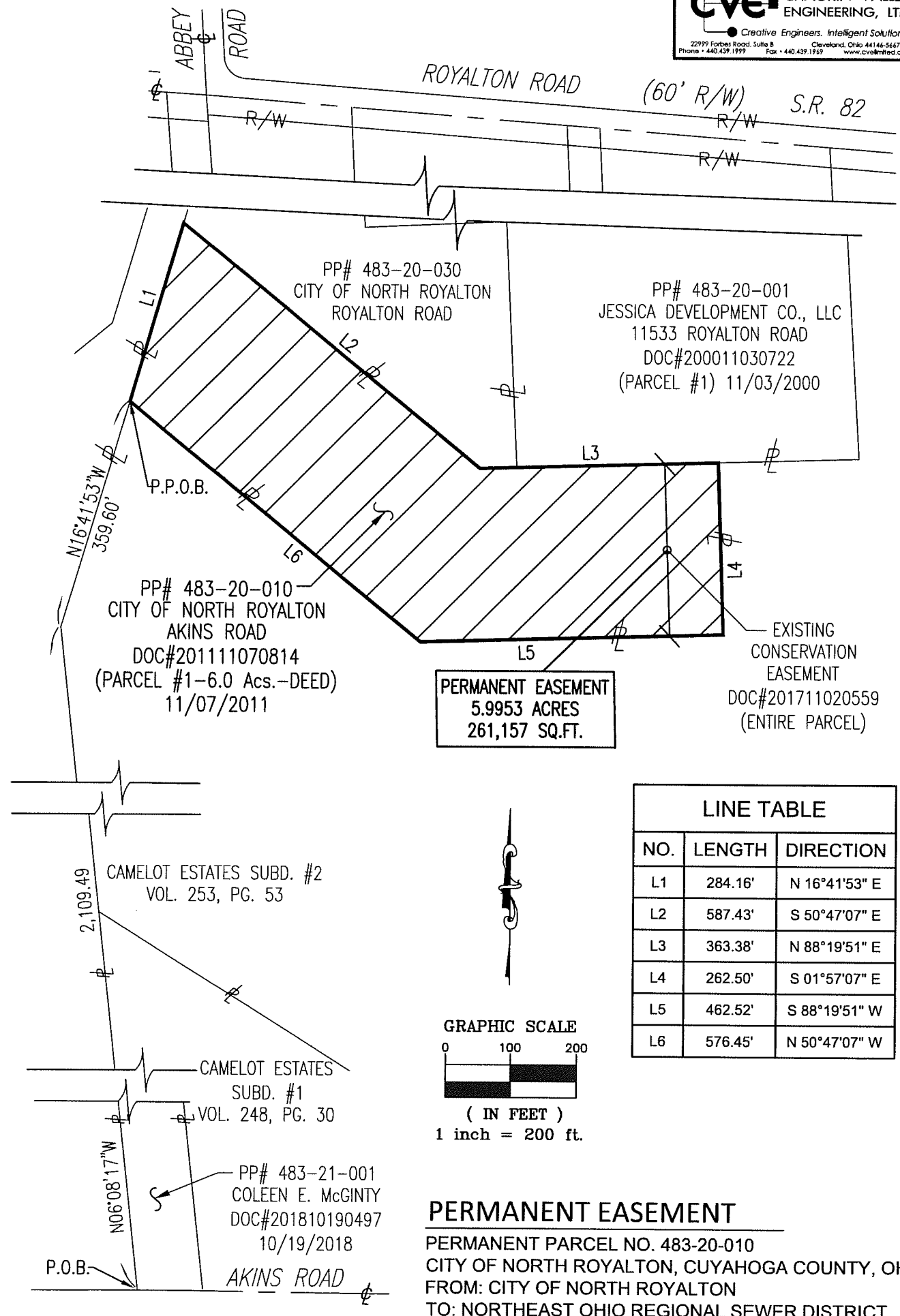
Thence **North 50°47'07" West**, continuing along said Southerly line of City of North Royalton's land (PP #483-20-010), a distance of **576.45 feet** to the Principle Place of Beginning and containing **5.9953 acres (261,157 sq.ft.)** of land as calculated and described from Cuyahoga County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd., in July 2020, be the same more or less;

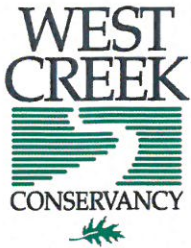
**Basis of Bearing** for this legal description is **North 88°19'51" East** as the Northerly line of said City of North Royalton as evidenced by monuments found and is the same as calculated and reproduced from Ohio State Plane Coordinate System North Zone 3401 by ties to the O.D.O.T. VRS network.

File #18078 PE CoNR - PP#483-20-010  
August 11, 2020 (jaw)



*Donald F. Sheehy* 8.17.2020





January 7, 2021

NEORSD  
Attn: Julie Blair  
3900 Euclid Ave  
Cleveland, OH 44115

RE: Conservation Easement 483-20-010

**Mailing Address**  
P.O. Box 347113  
Cleveland, OH 44134  
T: 216-749-3720  
F: 216-749-3730

**Office Location**  
7381 Camelot Drive  
Parma, OH 44134

[www.westcreek.org](http://www.westcreek.org)

Ms. Blair,

This letter is with respect to the Parcel referenced above, located in the City of North Royalton. West Creek Conservancy (West Creek) holds a conservation easement on the property; please refer to AFN: 201711020559, recorded/filed 11-2-2017. Please see attached copy of recorded Conservation Easement.

Regarding the proposal to additionally encumber the area within the Conservation Easement with a Stormwater Easement, we do not inherently see a problem with such. The Stormwater Easement will technically be subordinated to the Conservation Easement and therefore actions/enhancements or other 'developments' taken upon the property should be in accordance with the Conservation Easement. Additionally, West Creek also recognizes the importance of NEORSD's mission to protect local/regional storm and sewer infrastructure and its direct relation to protecting water quality.

West Creek is happy to provide assistance as needed in order to complete the objectives under such a Stormwater Easement.

Cheers,

A handwritten signature in blue ink, appearing to read "Derek Schafer", written over a horizontal line.

Derek Schafer  
Executive Director

**PERMANENT STORMWATER EASEMENTS**  
**Part PPN: 483-20-030**

KNOW ALL MEN BY THESE PRESENTS: That: the City of North Royalton, a municipal corporation of the State of Ohio, hereinafter the “GRANTOR”, for valuable consideration received in full satisfaction, does hereby give, grant, bargain, and convey, to the Northeast Ohio Regional Sewer District, a regional sewer district organized and existing as an independent political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, acting pursuant to Resolution No.\_\_\_\_\_, adopted by its Board of Trustees on \_\_\_\_\_, 20\_\_\_\_, hereinafter the “GRANTEE”, forever and in perpetuity, two Stormwater Easements for the purposes hereinafter described, in, across, through, upon, over, and under certain areas (herein, the “Easement Area”, as described herein below) of the real estate situated in the City of North Royalton, and known as Parcel No. 483-20-030 (herein, the “Real Estate”), together with a right of ingress and egress over adjacent property known as Parcel No. 483-20-009, also owned by the Grantor, to access the Easement Areas described herein. GRANTOR claims title to said Real Estate by deed recorded in the Cuyahoga County, Ohio Recorder’s office at 201111070814.

The Easement Areas contain 0.0493 acres and 0.2801 acres, more or less, within said Real Estate and is more particularly described in Exhibit “A” which is attached hereto, made a part hereof, and incorporated herein.

Said Stormwater Easements are hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their use and benefit forever



by the GRANTEE. These Stormwater Easements are provided to the GRANTEE for the purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing and replacing stormwater facilities (herein, collectively, the "Facilities") within the Easement Areas. The exercise and nature of the rights granted herein shall be at the sole discretion of the GRANTEE.

GRANTOR agrees not to excavate or fill land or build, construct, place or permit any landscaping, planting, pavement, building or other structure or item upon or within the Easement Areas or the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein or to otherwise conduct activities or use the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein. Further, GRANTOR shall not cause or permit others to remove or willfully alter the Facilities.

The GRANTEE shall, at all times, have the right to access the Easement Areas and Facilities and to ingress and egress over the Real Estate and the adjoining parcel, known as PPN 483-20-009, to enter upon the Easement Areas to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Areas and their transportation across the Real Estate to access the Easement Areas for the activities and purposes set forth herein. GRANTEE agrees to repair or replace, if necessary, any damages to the surface of the Real Estate disturbed by reason of or in connection with the activities and purposes herein granted, so that said Real Estate will return to substantially the same condition in which it was found prior to the commencement of such activities and purposes, except that GRANTEE shall not be required to replace any trees within the Easement Areas which are damaged at any time, nor shall it be required to replace any landscaping installed within the Easement Areas after the initial construction of the said Facilities and subsequently disturbed by GRANTEE in connection with the activities and purposes herein granted to it.

This grant of Stormwater Easements and access across the Grantor's adjoining parcel will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

To have and to hold the land herein before described unto the GRANTEE for the aforesaid uses and purposes.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

CITY OF NORTH ROYALTON

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

Print: \_\_\_\_\_

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

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

Print: \_\_\_\_\_

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

Signed and acknowledged  
in the presence of:

STATE OF OHIO                                 }

COUNTY OF CUYAHOGA     } ss:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named   City   of   North   Royalton,   by   \_\_\_\_\_,  
its\_\_\_\_\_, who acknowledged that he/she did sign the foregoing, and  
that the same is his/her free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at  
\_\_\_\_\_, Ohio, this\_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

.

Witness my official signature and seal on the day last above mentioned.

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

The legal form of this instrument is approved.

DATE\_\_\_\_\_,20\_\_.

\_\_\_\_\_  
Eric Luckage  
Chief Legal Officer  
Northeast Ohio Regional Sewer District

Northeast Ohio Regional Sewer District

By:\_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

And:\_\_\_\_\_  
Darnell Brown  
President, Board of Trustees

This instrument prepared by:

Julie A. Blair, Esq.  
Northeast Ohio Regional Sewer District  
3900 Euclid Avenue  
Cleveland, Ohio 44115  
(216) 881-6600

**LEGAL DESCRIPTION  
PERMANENT EASEMENT #1  
WITHIN CITY OF NORTH ROYALTON'S LAND  
PP #483-20-030  
ROYALTON ROAD  
CITY OF NORTH ROYALTON  
COUNTY OF CUYAHOGA, OHIO**

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being a part of Original Royalton Township, Section #3 and being a **0.0493 acres (2,148 sq.ft.) Permanent Easement #1** located within a 6.2002 acres (Plat) Parcel 'B' as shown on the "Map of Survey & Lot Split for Blake & DiGioia" as recorded in Volume 262, Page 34 of Cuyahoga County Map Records and as conveyed to City of North Royalton. by deed dated November 07, 2011 as recorded in Document #201111070814 (Parcel #2 - PP #483-20-030) of Cuyahoga County Deed Records and further bounded and described as follows;

Beginning at an interior Northeasterly corner of said City of North Royalton land's (PP #483-20-030);

Thence **South 02°40'14" East**, along an Easterly line of said City of North Royalton land's (PP #483-20-030), a distance of **343.19 feet** to the Principal Place of Beginning of the Premises herein intended to be described;

**COURSE I**            Thence continuing **South 02°40'14" East**, along said Easterly line of City of North Royalton land's (PP #483-20-030), a distance of **32.19 feet** to the Southeasterly corner thereof;

**COURSE II**            Thence **South 88°19'21" West**, along the Southerly line of said City of North Royalton's land (PP #483-20-030), a distance of **56.36 feet** to an angle point therein;

**COURSE III**            Thence **North 50°47'07" West**, along a Southwesterly line of said City of North Royalton's land (PP #483-20-030), a distance of **40.78 feet** to a point;

**COURSE IV**            Thence **North 84°41'50" East**, a distance of **86.80 feet** to the Principal Place of Beginning and containing **0.0493 acres (2,148 sq.ft.)** of land;

**Together with a second Permanent Easement as follows:**

**LEGAL DESCRIPTION  
PERMANENT EASEMENT #2  
WITHIN CITY OF NORTH ROYALTON'S LAND  
PP #483-20-030  
ROYALTON ROAD  
CITY OF NORTH ROYALTON  
COUNTY OF CUYAHOGA, OHIO**

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being a part of Original Royalton Township, Section #3 and being a **0.2801 acres (12,202 sq.ft.) Permanent Easement #2** located within a 6.2002 acres (Plat) Parcel 'B' as shown on the "Map of Survey & Lot Split for Blake & DiGioia" as recorded in Volume 262, Page 34 of Cuyahoga County Map Records and as conveyed to City of North Royalton. by deed dated November 07, 2011 as recorded in Document #201111070814 (Parcel #2 - PP #483-20-030) of Cuyahoga County Deed Records and further bounded and described as follows;

Beginning at an interior Northeasterly corner of said City of North Royalton land's (PP #483-20-030);

Thence **South 02°40'14" East**, along an Easterly line of said City of North Royalton land's (PP #483-20-030), a distance of **375.38 feet** to the Southeasterly corner thereof;

Thence **South 88°19'21" West**, along the Southerly line of said City of North Royalton's land (PP #483-20-030), a distance of **56.36 feet** to an angle point therein;

Thence **North 50°47'07" West**, along a Southwesterly line of said City of North Royalton's land (PP #483-20-030), a distance of **145.66 feet** to the Principal Place of Beginning of the Premises herein intended to be described;

**COURSE I**            Thence continuing **North 50°47'07" West**, along said Southwesterly line of City of North Royalton's land (PP #483-20-030), a distance of **60.00 feet** to a point;

**COURSE II**            Thence **North 39°12'53" East**, a distance of **65.74 feet** to a point;

**COURSE III**           Thence **North 36°57'24" West**, a distance of **43.70 feet** to a point;

**COURSE IV**           Thence along the arc of a curve deflecting to the left, **56.36 feet**, said curve having a radius of **90.00 feet**, a tangent of **29.14 feet**, a delta of **35°52'48"** and a chord which bears **North 72°42'16" East**, a distance of **55.45 feet** to its point of tangency;

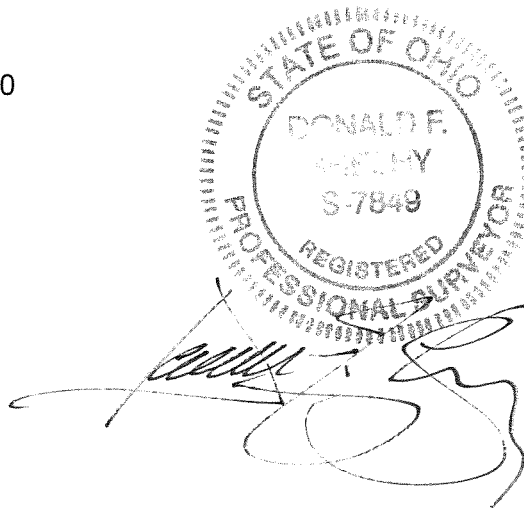
**COURSE V**            Thence **North 52°01'58" East**, a distance of **84.87 feet** to a point;

- COURSE VI** Thence **South 01°39'28" East**, a distance of **81.01 feet** to a point;
- COURSE VII** Thence **South 39°12'53" West**, parallel with and at a perpendicular distance of 60.00 feet Southeast of said Course II, a distance of **143.94 feet** to the Principal Place of Beginning and containing **0.2801 acres (12,202 sq.ft.)** of land;

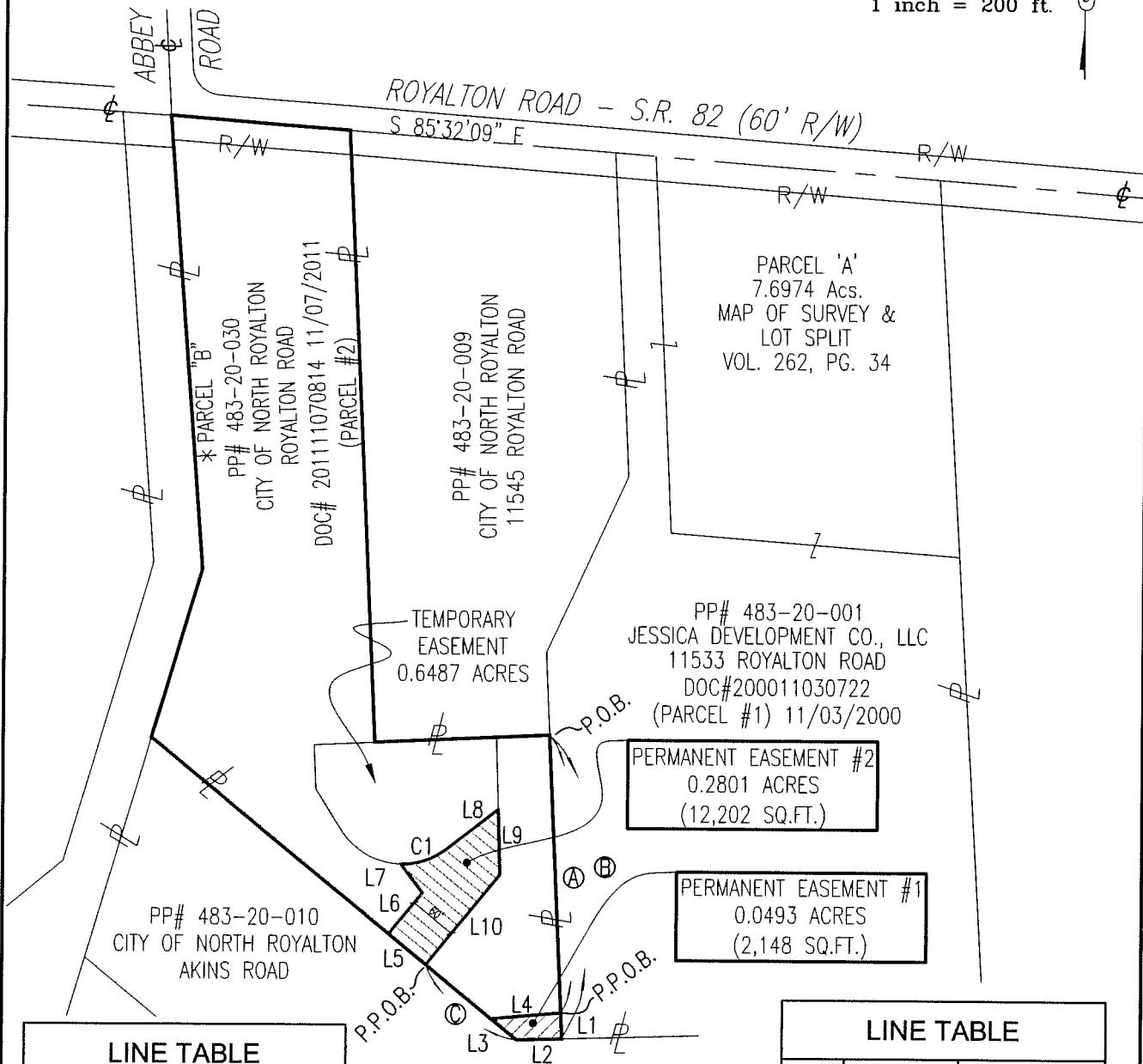
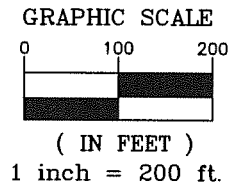
Legal Descriptions are calculated and described from Cuyahoga County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd., in February, 2021, be the same more or less;

**Basis of Bearing** for this legal description is **South 02°40'14" East** as an Easterly line of said City of North Royalton's land (PP #483-20-030) as evidenced by monuments found and is the same as calculated and reproduced from Ohio State Plane Coordinate System North Zone 3401 by ties to the O.D.O.T. VRS network.

File #18078 PE-1&2 CoNR - PP#483-20-030  
February 04, 2021 (jaw)



\* PARCEL "B"  
MAP OF SURVEY & LOT SPLIT FOR  
BLAKE & DIGIOIA  
VOL 262/PG 34 03/12/1993  
(6.2002 ACS - PLAT)



LINE TABLE

NO.	LENGTH	DIRECTION
L5	60.00'	N 50°47'07" W
L6	65.74'	N 39°12'53" E
L7	43.70'	N 36°57'24" W
L8	84.87'	N 52°01'58" E
L9	81.01'	S 01°39'28" E
L10	143.94'	S 39°12'53" W
(B)	375.38'	S 02°40'14" E
(C)	145.66'	N 50°47'07" W
C1	R=90.00' C=55.45' A=56.36' T=29.14' D=35°52'48" N 72°42'16" E	

LINE TABLE

NO.	LENGTH	DIRECTION
L1	32.19'	S 02°40'14" E
L2	56.36'	S 88°19'21" W
L3	40.78'	N 50°47'07" W
L4	86.80'	N 84°41'50" E
(A)	343.19'	S 02°40'14" E

### PERMANENT EASEMENTS #1 & 2

PERMANENT PARCEL NO. 483-20-030  
CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OH  
FROM: CITY OF NORTH ROYALTON  
TO: NORTHEAST OHIO REGIONAL SEWER DISTRICT



ORDINANCE NO. 21-77

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE RAZING OF CITY OWNED PROPERTY LOCATED AT 12704  
RIDGE ROAD IN THE CITY OF NORTH ROYALTON KNOWN AS PPN 482-30-002, AND DECLARING  
AN EMERGENCY

**WHEREAS:** Ordinance No. 20-112 authorized the purchase of all right, title, and interest in fee simple absolute in and to buildings and real property located at 12704 Ridge Road, PPN 482-30-002, in the City of North Royalton which purchase was concluded; and

**WHEREAS:** It is necessary to raze said property for future roadway construction in the City of North Royalton; and

**WHEREAS:** Council desires to approve this request.

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

**Section 1.** Council hereby approves the Administrations' request to raze city owned property located at 12704 Ridge Road PPN 482-30-002 for future roadway construction.

**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 raze city owned property located at 12704 Ridge Road PPN 482-30-002 for future roadway construction.

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

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

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

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

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

YEAS:

**NAYS:**

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION CODE, CHAPTER 212 PUBLIC MEETINGS, SECTION 212.03 OPEN MEETINGS REQUIRED; MINUTES, AND DECLARING AN EMERGENCY

WHEREAS: It is in the best interests of the community that the formal activity of all city boards, commissions and city council be done in the most transparent manner and made most widely available to public scrutiny in order for the public to see and hear its government at work; and

WHEREAS: It has been determined that all public meetings of the Planning Commission, Board of Zoning Appeals, City Council and its related committees, boards, commissions, and/or task forces shall be broadcasted electronically/livestreamed for public consumption and copies thereof retained as a public record in conformity with the public records act; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 212 Public Meetings, Section 212.03 Open Meetings Required; Minutes, to provide for the provision requiring broadcasting/livestreaming of public meetings; 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 the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 212 Public Meetings, Section 212.03 Open Meetings Required; Minutes, to hereinafter read as follows:

212.03 OPEN MEETINGS REQUIRED; MINUTES.

All meetings of any public body are hereby declared to be public meetings open to the public at all times. The minutes of a regular or special meeting of any such public body shall be promptly recorded in written form and open to public inspection. These written minutes shall be maintained as the official permanent record of said meeting. The minutes need only reflect the general subject matter of discussions in Executive Sessions under Section 212.05. All public meetings (excluding caucus meetings) of the Planning Commission, Board of Zoning Appeals, City Council and its related committees, boards, commissions, and/or task forces shall be ***broadcast electronically/livestreamed for public consumption and copies thereof retained as a public record in conformity with the public records act.*** ~~audio-taped in their entirety. Said tapes shall be kept on file for a period of not less than two years by that public office which is responsible for the records of said public body. Any meeting that is unable to be audio-taped due to mechanical or equipment malfunctions or operator error will not be deemed as a violation of this provision.~~

Section 2. Chapter 212, Section 212.03 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Chapter 212 shall remain in full force and effect.

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

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for broadcasting/livestreaming of public meetings.

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 2 ADMINISTRATION CODE, CHAPTER 220 COUNCIL, SECTION 220.06 RULES OF COUNCIL, RULE XXIII RESIGNATION, AND DECLARING AN EMERGENCY

WHEREAS: Council has determined the need to appropriately recognize a resignation of an elected official in a manner that allows for alacrity and reliability; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule XXIII Resignation in order to provide for such a recognition; 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 the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule XXIII to hereinafter read as follows:

Rule XXIII - Resignation.

The resignation of a member of Council shall take effect when the same has been ***received by the Director of Legislative Services or the President of Council and reliably confirmed.*** ~~accepted by a vote of the majority of the members of Council, exclusive of the person tendering his or her resignation, and thereafter~~ The office shall ***thereupon*** be deemed vacant and shall be filled in accordance with Article III(e) of the City Charter. ***Council shall allow twenty-one days for the submission and receipt of applications from such qualified applicants as may apply followed by nine days for the interview process and selection of a replacement to fill the vacancy.***

Section 2. Part 2 Administrative Code, Chapter 220 Council, Section 220.06 Rules of Council, Rule XXIII Resignation of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other aspects of Section 220.06 shall remain in full force and effect.

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

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to appropriately recognize a resignation of an elected official in a manner that allows for alacrity and reliability.

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

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

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

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

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

YEAS:

NAYS:

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF NORTH ROYALTON A CERTAIN AMENDMENT TO ARTICLE XVIII MISCELLANEOUS, SUBSECTION (f) OF THE CHARTER OF THE CITY OF NORTH ROYALTON, PERTAINING TO CHARTER REVIEW COMMISSION, AND DECLARING AN EMERGENCY

WHEREAS: Council desires to provide a ballot issue to change the section entitled Charter Review Commission to allow for Council to participate in the process of crafting the proposals that the Commission determines to present to the voters and to provide for a collaborative effort in the formation of such amendments; and

WHEREAS: To provide for the above, it is necessary to recommend an amendment to Article XVIII, Council, Subsection (f), Charter Review Commission of the Charter of the City of North Royalton; 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. Pursuant to Article XVIII, Section 9 of the Ohio Constitution, and Article XVIII, Subsection (e) of the Charter of the City of North Royalton, this Council hereby authorizes and directs the submission to the electors of the City of North Royalton, at an election to be held in the usual places of voting in said City on November 2, 2021, a proposed amendment to Article XVIII, Miscellaneous, Subsection (f) of the Charter of the City of North Royalton which shall upon adoption read as follows:

**ARTICLE XVIII  
MISCELLANEOUS**

(f) CHARTER REVIEW COMMISSION.

Commencing with the first Council meeting in November, 2002, and every four (4) years thereafter, a Charter Review Commission of nine (9) members and the Law Director shall be appointed in the following manner. The Mayor shall appoint five (5) members to the Charter Review Commission and Council, by majority vote, shall appoint four (4) members to the Charter review Commission. Each member appointed by the Mayor or Council shall have been a resident and qualified elector of the municipality for at least three (3) continuous years immediately prior to his/her appointment, and shall continue to be a resident throughout his/her term of office. No elected official or employee of the municipality shall be eligible to serve on the Charter Review Commission. Each Charter Review Commission shall cease to function after the last day on which issues are required to be certified to the Board of Elections for placement on the ballot for election at the next general election following appointment.

Within seven (7) days of the appointment of the Charter Review Commission, the Director of Legislative Services shall notify each member appointed to the Commission that the Commission shall schedule its first meeting within thirty (30) days after the appointment thereof. At the initial meeting the Commission shall elect one of its members as Chairperson. Any vacancy on the Commission shall be filled by appointment by the Mayor or Council, whomever made the original appointment to the seat declared vacant. A member so appointed to serve in the position where a vacancy was created shall serve as though originally appointed to such position. Members of the Commission shall serve without compensation unless otherwise provided by an ordinance duly adopted by Council. At the initial meeting, the Commission shall, by majority vote, approve rules of organization and procedure.

The Council shall provide funds for the Commission as reasonably necessary. All proposed amendments revisions and alterations to this Charter, approved by a majority vote of any Charter Review Commission, shall be submitted to the Council on or before June 1st of the year following appointment of the Charter Review Commission which shall submit the same ~~without alteration~~, to the electors for their approval or rejection on a separate ballot at the next general election in November following the appointment of the members of the Charter Review Commission. ***In the event of a disagreement between the Commission and a majority of Council over the language of a proposed amendment, two members of the Commission and two members of the Council majority and the President of Council shall meet and work collaboratively to determine by majority vote on the actual text of the amendment. The text determined by this committee shall be that submitted to the voters.***

If a majority of electors voting on the issues shall approve such amendment, revision or alteration, the same shall become a part of this Charter. When more than one amendment, revision or alteration to this Charter shall be submitted to the electors at the same time, they shall be so submitted as to enable the electors to vote on each amendment, revision or alterations separately. The effective date ***of approved amendments*** ~~to this section~~ shall be ***contemporaneous with*** ~~immediately upon~~ certification by the appropriate board of elections.

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

SHALL THE CHARTER OF THE CITY OF NORTH ROYALTON, ARTICLE XVIII, MISCELLANEOUS, SUBSECTION (f), CHARTER REVIEW COMMISSION BE AMENDED TO PROVIDE FOR A PROCESS THAT ALLOWS FOR COUNCIL TO PARTICIPATE IN THE CREATION OF PROPOSED AMENDMENTS AND FOR A COLLABORATIVE RESOLUTION IN THE EVENT OF A DISAGREEMENT

	YES
	NO

**Section 3.** The foregoing proposed amendment, if approved by a majority of the electors voting thereon at the aforesaid election to be held on November 2, 2021, shall become a part of the Charter of this City and shall be effective as of the date that said amendment has been certified by the Cuyahoga County Board of Elections as having been approved by a majority of the voters.

Section 4. The Director of Legislative Services be and hereby is authorized and directed to immediately deliver to the Board of Elections a certified copy of this Ordinance.

Section 5. The Director of Legislative Services be and hereby is authorized and directed, pursuant to the laws passed by the General Assembly, to give notice of this proposed Charter amendment by newspaper advertising.

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

Section 7. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 8. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that this Ordinance must be effective immediately in order to permit necessary arrangements to be made in sufficient time for said election.

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

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

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

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

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

YEAS:

NAYS:

AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF NORTH ROYALTON CERTAIN AMENDMENTS TO ARTICLE XVII, ELECTIONS, SUBSECTION (b), OF THE CHARTER OF THE CITY OF NORTH ROYALTON AND REPEALING ARTICLE XVII ELECTIONS, SUBSECTION (e) OF THE CHARTER OF THE CITY OF NORTH ROYALTON AND REPLACING SAME WITH A NEW SUBSECTION (e) ENTITLED NOMINATIONS, PRIMARY ELECTION, PERTAINING TO REMOVAL OF RUNOFF ELECTION AND CREATING A PRIMARY ELECTION, AND DECLARING AN EMERGENCY

WHEREAS: Council desires to provide a ballot issue to amend Article XVII, Subsection (b) and to repeal Article XVII, subsection (e) pertaining to the Runoff Election and replace said section with a new Subsection (e) requiring a primary election in the event that more than two candidates file for the offices of Mayor and/or President of Council; and

WHEREAS: To provide for the above, it is necessary to recommend the amendment of Article XVII Subsection (b) and the repeal of Article XVII, Subsection (e) and enactment of a new Subsection (e) Nominations, Primary Elections; 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. Pursuant to Article XVIII, Section 9 of the Ohio Constitution, and Article XVIII, Subsection (e) of the Charter of the City of North Royalton, this Council hereby authorizes and directs the submission to the electors of the City of North Royalton, at an election to be held in the usual places of voting in said City on November 2, 2021, an amendment to Article XVII Subsection (b) and a proposed repeal and replacement of Article XVII Elections, Subsection (e) Runoff Election, which currently provides as follows:

**ARTICLE XVII  
ELECTIONS**

**(b) ELECTORS' QUALIFICATIONS; BALLOTS.**

Every citizen of the United States who is of the age of eighteen (18) years and over and who has been a resident of the State thirty (30) days, of the County thirty (30) days and of the voting precinct thirty (30) days next preceding the election at which he or she offers to vote, has the qualifications of an elector and may vote at all elections, provided such citizen has registered as a voter with the election authorities in the manner and within the time prescribed by the laws of the State of Ohio. No primary election shall be held for the selection of candidates for any elective Municipal office. The ballots used in all elections provided for in or under this Charter shall be without party mark or designation of any sort. The names of all candidates shall be placed upon the same ballot and shall be rotated in the manner provided by the general laws of the State of Ohio. The form of ballot to be used on all questions submitted to the electors shall, if not specifically prescribed in this Charter, be prescribed by Council at the time the question is certified to the proper election officials for the calling of the election.

**(e) RUN-OFF ELECTION.**

In any election for the office of Mayor and/or President of Council, when more than two (2) candidates are eligible to be elected, that candidate who receives the most votes and at least forty (40%) percent of all ballots cast for that office shall be elected. If no candidate is elected thereby, a run-off election shall be held on the first Tuesday of December immediately following between the two (2) candidates who received the most votes for that office.

and which may be replaced with an amended Subsection (b) and a new Subsection (e) Nominations, Primary Election which will read as follows:

**ARTICLE XVII  
ELECTIONS**

**(b) ELECTORS' QUALIFICATIONS; BALLOTS.**

Every citizen of the United States who is of the age of eighteen (18) years and over and who has been a resident of the State thirty (30) days, of the County thirty (30) days and of the voting precinct thirty (30) days next preceding the election at which he or she offers to vote, has the qualifications of an elector and may vote at all elections, provided such citizen has registered as a voter with the election authorities in the manner and within the time prescribed by the laws of the State of Ohio. The ballots used in all elections provided for in or under this Charter shall be without party mark or designation of any sort. The names of all candidates shall be placed upon the same ballot and shall be rotated in the manner provided by the general laws of the State of Ohio. The form of ballot to be used on all questions submitted to the electors shall, if not specifically prescribed in this Charter, be prescribed by Council at the time the question is certified to the proper election officials for the calling of the election.

**(e) NOMINATIONS, PRIMARY ELECTION.**

Candidates for the office of Mayor and President of Council shall be nominated at a non-partisan primary election to be held on the first Tuesday following the first Monday in May prior to the regular election in November. In the event that there not be more than two (2) persons that have filed petitions as provided for in this Charter, then said persons shall be the candidates at the regular Municipal election and the primary for the particular office shall not be held. The name of each person who is nominated in compliance herewith shall be printed on the official ballot at the regular election in November following and no other candidates shall be printed thereon.

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

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

SHALL THE CHARTER OF THE CITY OF NORTH ROYALTON, ARTICLE XVII ELECTIONS, SUBSECTION (b) BE AMENDED AND SUBSECTION (e) RUNOFF ELECTION, BE REPEALED AND IN ITS PLACE A NEW SUBSECTION (e) NOMINATIONS AND PRIMARY ELECTION BE ENACTED REQUIRING A NON PARTISAN, PRIMARY ELECTION FOR MAYOR OR PRESIDENT OF COUNCIL TO BE HELD IN MAY PRIOR TO THE GENERAL ELECTION WHEN THREE OR MORE CANDIDATES FILE FOR EITHER ELECTED POSITION.

	YES
	NO

Section 3. The foregoing proposed amendment, if approved by a majority of the electors voting thereon at the aforesaid election to be held on November 2, 2021, shall become a part of the Charter of this City and shall be effective as of the date that said amendment has been certified by the Cuyahoga County Board of Elections as having been approved by a majority of the voters.

Section 4. The Director of Legislative Services be and hereby is authorized and directed to immediately deliver to the Board of Elections a certified copy of this Ordinance.

Section 5. The Director of Legislative Services be and hereby is authorized and directed, pursuant to the laws passed by the General Assembly, to give notice of this proposed Charter amendment by newspaper advertising.

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

Section 7. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 8. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that this Ordinance must be effective immediately in order to permit necessary arrangements to be made in sufficient time for said election.



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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

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

YEAS:

NAYS: