

# 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) <b>SPECIAL COUNCIL MTG. 5:00</b>	11 <b>MASTER PLAN MEETING 7:00</b>	12	13	14	15
16	17 <b>SPECIAL CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)</b>	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.

# June 2021

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

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

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
MAY 18, 2021**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

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**REGULAR ORDER OF BUSINESS**

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
  - a. Approval of Minutes: May 4, 2021 and May 10, 2021 (SPECIAL)
  - b. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (\*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

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

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

**THIRD READING CONSIDERATION**

1. **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. **First reading April 20, 2021. Second reading May 4, 2021.**
2. **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. **First reading April 20, 2021. Second reading May 4, 2021.**

3. **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. **First reading April 20, 2021. Second reading May 4, 2021.**

#### **FIRST READING CONSIDERATION**

- \* 1. **21-86** - A RESOLUTION COMMENDING CHRISTOPHER LINNE ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT.
  - \* 2. **21-87** - A RESOLUTION COMMENDING NICHOLAS TROTTNOW ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT.
  3. **21-88** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 20-134 AS AMENDED BY ORDINANCE 21-73 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
  4. **21-89** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) PIERCE VELOCITY PUMPER TRUCK FOR AN AMOUNT NOT TO EXCEED \$715,772.00 FOR THE NORTH ROYALTON FIRE DEPARTMENT FROM THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR ATLANTIC EMERGENCY SOLUTIONS, INC., AND DECLARING AN EMERGENCY.
  5. **21-90** - AN ORDINANCE AMENDING ORDINANCE 21-34, ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2021, AND DECLARING AN EMERGENCY.
  6. **21-91** - AN ORDINANCE GRANTING THE MAYOR AUTHORITY TO EXECUTE AN EASEMENT FOR ELECTRICAL SERVICE TO FIRST ENERGY CORPORATION UPON LAND OWNED BY THE CITY OF NORTH ROYALTON COMPRISING A TOTAL OF 0.0698 ACRES UPON PPN 483-19-001 AT THE TERMINUS OF PROGRESS PARKWAY, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
  14. Adjournment.

RESOLUTION NO. 21-86

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

A RESOLUTION COMMENDING CHRISTOPHER LINNE ON THE  
ATTAINMENT OF THE RANK OF EAGLE SCOUT

WHEREAS: The purpose of the Boy Scouts of America is to provide an educational program for boys and young adults to build character, to train in the responsibilities of participating in citizenship and to develop leadership skills; and

WHEREAS: By earning his Eagle Scout Badge, Christopher Linne of Troop 526 joins the small percentage of young men who achieve this designation, illustrating that it takes a uniquely motivated individual to strive to embody the principles of the Scout Oath and Law in daily life; and

WHEREAS: Christopher has exhibited a commitment to the scouting principals of honesty, fairness and service to the community and has conducted himself in a manner becoming an Eagle Scout; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to honor Christopher on this prestigious occasion.

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

Section 1. The Council and the Mayor of the City of North Royalton commend Christopher Linne on obtaining the rank of Eagle Scout and recognize him for his diligence, determination and dedication in pursuing the highest honor awarded by the Boy Scouts of America.

Section 2. A copy of this Resolution shall be presented to Christopher in honor of this well deserved recognition.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL APPROVED: \_\_\_\_\_  
MAYOR

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

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

YEAS:

NAYS:

RESOLUTION NO. 21-87

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

A RESOLUTION COMMENDING NICHOLAS TROTTNOW ON THE  
ATTAINMENT OF THE RANK OF EAGLE SCOUT

WHEREAS: The purpose of the Boy Scouts of America is to provide an educational program for boys and young adults to build character, to train in the responsibilities of participating in citizenship and to develop leadership skills; and

WHEREAS: By earning his Eagle Scout Badge, Nicholas Trottnow of Troop 526 joins the small percentage of young men who achieve this designation, illustrating that it takes a uniquely motivated individual to strive to embody the principles of the Scout Oath and Law in daily life; and

WHEREAS: Nicholas has exhibited a commitment to the scouting principals of honesty, fairness and service to the community and has conducted himself in a manner becoming an Eagle Scout; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to honor Nicholas on this prestigious occasion.

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

Section 1. The Council and the Mayor of the City of North Royalton commend Nicholas Trottnow on obtaining the rank of Eagle Scout and recognize him for his diligence, determination and dedication in pursuing the highest honor awarded by the Boy Scouts of America.

Section 2. A copy of this Resolution shall be presented to Nicholas in honor of this well deserved recognition.

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL APPROVED: \_\_\_\_\_  
MAYOR

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

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

YEAS:

NAYS:

ORDINANCE NO. 21-88

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 20-134 AS AMENDED BY ORDINANCE 21-73 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 as amended by Ordinance 21-73 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	Prior Amendments Subtotal	Amendments this Ordinance	Total 2021 Appropriations
<b>GENERAL FUND</b>				
<b>POLICE DEPARTMENT</b>				
Personal Service	3,594,000.00	17,000.00		3,611,000.00
Contractual Services	319,611.00	(5,000.00)		314,611.00
Supply & Materials	168,200.00	5,000.00		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>-</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>-</b>	<b>173,527.00</b>
<b>FIRE DEPARTMENT</b>				
Personal Service	457,900.00	(10,000.00)		447,900.00
Contractual Services	337,100.00	23,000.00		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>-</b>	<b>903,000.00</b>
<b>POLICE AND FIRE COMMUNICATIONS</b>				
Personal Service	274,700.00	22,000.00		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>-</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>-</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)		45,000.00
<b>Total Cemetery Department</b>	<b>272,940.00</b>	<b>(6,000.00)</b>	<b>-</b>	<b>266,940.00</b>
<b>PARKS &amp; RECREATION DEPARTMENT</b>				
Personal Service	534,075.00	22,000.00		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		97,500.00
<b>Total Parks &amp; Recreation Department</b>	<b>866,404.00</b>	<b>34,500.00</b>	<b>-</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>-</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>-</b>	<b>11,650.00</b>
<b>BUILDING DEPARTMENT</b>				
Personal Service	617,500.00	-	76,000.00 A	693,500.00
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>76,000.00</b>	<b>951,100.00</b>



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

	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	Amendments this Ordinance	Total 2021 Appropriations
<b>COMMUNITY DEVELOPMENT</b>				
Personal Service	159,750.00	1,600.00		161,350.00
Contractual Services	185,350.00	(20,000.00)		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>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>119,800.00</b>
<b>MAYOR'S OFFICE</b>				
Personal Service	260,150.00	1,900.00		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		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		370,600.00
Contractual Services	137,100.00	-		137,100.00
Supply & Materials	10,000.00	-		10,000.00
Capital Outlay	-	-		-
<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)		93,700.00
Contractual Services	105,350.00	75,000.00		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>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>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>261,100.00</b>
<b>CIVIL SERVICE</b>				
Personal Service	5,050.00	-		5,050.00
Contractual Services	2,900.00	15,000.00		17,900.00
Supply & Materials	-	200.00		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	Prior Amendments Subtotal	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		11,000.00
<b>Total City Hall Building</b>	<b>346,400.00</b>	<b>10,000.00</b>	<b>-</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		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>-</b>	<b>4,129,400.00</b>
<b>TOTAL - GENERAL FUND</b>	<b>17,342,958.00</b>	<b>121,550.00</b>	<b>76,000.00</b>	<b>17,540,508.00</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>-</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>-</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>-</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>-</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>-</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>-</b>	<b>230,000.00</b>
<b>STREET CONSTRUCTION, MAINTENANCE, &amp; REPAIR FUND #211</b>				
Signals & Signs		-		
Contractual Services	55,000.00	17,500.00		72,500.00
Supply & Materials	25,000.00	-		25,000.00
	80,000.00	17,500.00	-	97,500.00
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	-		1,853,650.00
Contractual Services	139,775.00	-		139,775.00
Supply & Materials	451,500.00	-		451,500.00
	2,444,925.00	-	-	2,444,925.00

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

	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	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
	<u>983,000.00</u>	<u>-</u>	<u>-</u>	<u>983,000.00</u>
<b>Total SCMR Fund</b>	<u><b>5,522,925.00</b></u>	<u><b>17,500.00</b></u>	<u><b>-</b></u>	<u><b>5,540,425.00</b></u>
<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>	<u><b>125,000.00</b></u>	<u><b>-</b></u>	<u><b>-</b></u>	<u><b>125,000.00</b></u>
<b>CITY INCOME TAX FUND #213</b>				
Contractual Services	500,000.00	-		500,000.00
<b>Total City Income Tax Fund</b>	<u><b>500,000.00</b></u>	<u><b>-</b></u>	<u><b>-</b></u>	<u><b>500,000.00</b></u>
<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>	<u><b>1,566,500.00</b></u>	<u><b>-</b></u>	<u><b>-</b></u>	<u><b>1,566,500.00</b></u>
<b>FIRE LEVY FUND #216</b>				
Personal Service	980,000.00	-		980,000.00
<b>Total Fire Levy Fund</b>	<u><b>980,000.00</b></u>	<u><b>-</b></u>	<u><b>-</b></u>	<u><b>980,000.00</b></u>
<b>RECYCLING GRANT FUND #217</b>				
Contractual Services	6,000.00	-		6,000.00
<b>Total Recycling Grant Fund</b>	<u><b>6,000.00</b></u>	<u><b>-</b></u>	<u><b>-</b></u>	<u><b>6,000.00</b></u>
<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>	<u><b>200,080.00</b></u>	<u><b>-</b></u>	<u><b>-</b></u>	<u><b>200,080.00</b></u>
<b>NOPEC GRANT FUND #221</b>				
Capital Outlay	120,000.00	20,000.00		140,000.00
<b>Total NOPEC Grant Fund</b>	<u><b>120,000.00</b></u>	<u><b>20,000.00</b></u>	<u><b>-</b></u>	<u><b>140,000.00</b></u>
<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>	<u><b>19,300.00</b></u>	<u><b>-</b></u>	<u><b>-</b></u>	<u><b>19,300.00</b></u>
<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>	<u><b>7,950.00</b></u>	<u><b>-</b></u>	<u><b>-</b></u>	<u><b>7,950.00</b></u>

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

	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	Amendments this Ordinance	Total 2021 Appropriations
<b>ENTERPRISE 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>-</b>	<b>18,150.00</b>
<b>YMCA SPECIAL REVENUE FUND #249</b>				
Transfers-Out	344,000.00	(52,831.00)		291,169.00
<b>Total YMCA Special Revenue Fund</b>	<b>344,000.00</b>	<b>(52,831.00)</b>	<b>-</b>	<b>291,169.00</b>
<b>LOCAL CORONAVIRUS RELIEF FUND #252</b>				
Personal Service	-	33,900.00		33,900.00
Operating Supplies	-	7,958.00		7,958.00
<b>Total Local Coronavirus Relief Fund</b>	<b>-</b>	<b>41,858.00</b>	<b>-</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>-</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>-</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>-</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		405,000.00
Debt Service - Principal	1,060,000.00	251,000.00		1,311,000.00
<b>Total General Bond Retirement Fund</b>	<b>1,470,000.00</b>	<b>256,000.00</b>	<b>-</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>-</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>-</b>	<b>67,000.00</b>
<b>RECREATION CAPITAL IMPROVEMENT FUND #431</b>				
Capital Outlay	46,000.00	(6,500.00)		39,500.00
<b>Total Rec Capital Improvement Fund</b>	<b>46,000.00</b>	<b>(6,500.00)</b>	<b>-</b>	<b>39,500.00</b>
<b>FUTURE CAPITAL IMPROVEMENT FUND #432</b>				
Transfers-Out	213,088.00	3,000.00		216,088.00
<b>Total Future Capital Improvement Fund</b>	<b>213,088.00</b>	<b>3,000.00</b>	<b>-</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>-</b>	<b>62,000.00</b>

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

	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	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>-</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>-</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>-</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>-</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 Fi</b>	<b>195,000.00</b>	<b>-</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		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		500,000.00
<b>Total Wastewater Treatment Fund</b>	<b>4,515,700.00</b>	<b>210,000.00</b>	<b>-</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)		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>-</b>	<b>1,745,300.00</b>
Wastewater Maintenance				
Personal Service	1,002,840.00	44,000.00		1,046,840.00
Contractual Services	269,600.00	-		269,600.00
Supply & Materials	195,000.00	300,000.00		495,000.00
Capital Outlay	452,000.00	-		452,000.00
<b>Total Wastewater Maintenance</b>	<b>1,919,440.00</b>	<b>-</b>	<b>-</b>	<b>1,919,440.00</b>
<b>Total WW Maintenance Fund</b>	<b>3,708,740.00</b>	<b>300,000.00</b>	<b>-</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>-</b>	<b>733,300.00</b>
<b>WASTEWATER REPAIR AND REPLACEMENT FUND #555</b>				
Transfers-Out	200,000.00	(200,000.00)		-
<b>Total WW Repair &amp; Replacem't</b>	<b>200,000.00</b>	<b>(200,000.00)</b>	<b>-</b>	<b>-</b>

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

	<u>Original Appropriations Per Ordinance# 2020-134</u>	<u>Prior Amendments Subtotal</u>	<u>Amendments this Ordinance</u>	<u>Total 2021 Appropriations</u>
<b>IMPROVEMENT HOLDING FUND #763</b>				
Refunds	30,000.00	-		30,000.00
<b>Total Improvement Holding Fund</b>	<u>30,000.00</u>	<u>-</u>	<u>-</u>	<u>30,000.00</u>
<b>OHIO BOARD OF BUILDING STANDARDS FUND #764</b>				
Other	10,000.00	-		10,000.00
<b>Total OBBS Fund</b>	<u>10,000.00</u>	<u>-</u>	<u>-</u>	<u>10,000.00</u>
<b>BUILDING CONSTRUCTION BOND FUND #766</b>				
Other	50,000.00	-		50,000.00
<b>Total Bldg. Construction Bond Fund</b>	<u>50,000.00</u>	<u>-</u>	<u>-</u>	<u>50,000.00</u>
<b>OFFICE ON AGING DEPOSITS FUND #768</b>				
Other	1,000.00	-		1,000.00
<b>Total Office on Aging Deposits Fund</b>	<u>1,000.00</u>	<u>-</u>	<u>-</u>	<u>1,000.00</u>
<b>UNCLAIMED FUNDS #769</b>				
Other	500.00	-		500.00
<b>Total Unclaimed Funds</b>	<u>500.00</u>	<u>-</u>	<u>-</u>	<u>500.00</u>
<b>FUND TOTALS</b>	<u>44,517,419.00</u>	<u>710,577.00</u>	<u>76,000.00</u>	<u>45,303,996.00</u>





This purchase agreement (together with all attachments referenced herein, collectively, the “Agreement”), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation (“Atlantic”), and **North Royalton Fire Department** (“Customer”) is effective on the last signature date set forth on the signature lines below (the “Effective Date”).

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the “Apparatus”) as more fully described in the specifications attached hereto as **Exhibit A** (the “Specifications”) and incorporated herein for the total purchase price of **\$715,772.00** USD (the “Purchase Price”). Payment shall be made as set forth on **Exhibit A**. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) (“Manufacturer Modifications”); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as “Compliance Modifications”), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic (“Change Order”). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic’s reasonable attorneys’ fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (**AES McConnellsville, Ohio Regional service center**) within 12 months from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance (“Notice of Defect”) within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the



Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.  
Director of Order Management  
12351 Randolph Ridge Lane  
Manassas, Virginia 20109

Customer  
North Royalton Fire Department  
7000 Royalton Rd  
North Royalton, Ohio 44133  
\_\_\_\_\_  
\_\_\_\_\_

6. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the “Warranty”) and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND **EXHIBIT B** TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys’ fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer’s purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic’s control which make Atlantic’s performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer’s Statement of Origin. It is agreed that the manufacturer’s statement of origin (“MSO”) for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

**ATLANTIC EMERGENCY SOLUTIONS, INC.**

**CUSTOMER: North Royalton Fire Department**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**EXHIBIT A**

**SPECIFICATIONS AND  
PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.  
Director of Order Management  
12351 Randolph Ridge Lane  
Manassas, Virginia 20109  
Fax (703) 257-2572

Date: May 11<sup>th</sup> 2021

Customer Name: North Royalton Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Velocity	Pumper	\$715,772.00
			\$
			\$
			\$
			\$

Payment Terms: Paid in full at the time of delivery unless pre-payment is chosen. \_\_\_\_\_

Pre payment discount: A prepay discount of \$26,087.00 can be deducted from \$715,772.00 for a new build cost of \$689,685.00 Payment must be received in full within 15 days of contract signing.

Schedule number 800721  
Index number STS618

Total includes Ohio State Consortium fees, two trips to Pierce for pre-construction and final inspection meetings.  
Once the truck build is started, weekly photo updates would be provided.

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Training would be provided at the time of delivery \_\_\_\_\_

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

**EXHIBIT B**

**WARRANTY**

**(A complete copy of any and all applicable warranties is attached  
hereto and incorporated herein by this reference.)**

ORDINANCE NO. 21-90

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AMENDING ORDINANCE 21-34, ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2021, AND DECLARING AN EMERGENCY

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

WHEREAS: It is therefore necessary to amend Ordinance 21-34 establishing the rates of compensation for the City of North Royalton non-union employees in order to add the position of Planner for the Building Department, and provide compensation for this position; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Council hereby amends Ordinance 21-34, Building Department, which shall hereinafter read as follows:

<u>Building Department</u>	<u>01/01/2021-07/03/2021</u>	<u>07/04/2021-12/31/2021</u>
Building Commissioner	\$42.39 not to exceed \$49.45	\$42.92 not to exceed \$50.07
<i>Planner</i>	<i>\$30.29 not to exceed \$39.90</i>	<i>\$30.67 not to exceed \$40.40</i>

Section 2. Ordinance 21-34 is hereby amended as provided for herein and all other provisions of Ordinance 21-34 shall remain in full force and effect.

Section 3. This Ordinance shall be effective upon its adoption and shall supersede all previously adopted Ordinances in direct conflict herewith.

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

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

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 GRANTING THE MAYOR AUTHORITY TO EXECUTE AN EASEMENT FOR ELECTRICAL SERVICE TO FIRST ENERGY CORPORATION UPON LAND OWNED BY THE CITY OF NORTH ROYALTON COMPRISING A TOTAL OF 0.0698 ACRES UPON PPN 483-19-001 AT THE TERMINUS OF PROGRESS PARKWAY, AND DECLARING AN EMERGENCY

WHEREAS: In order to provide adequate service to its customers including the City of North Royalton First Energy Corporation seeks a permanent easement on, upon, under and across certain land owned by the City at the terminus of Progress Parkway; and

WHEREAS: Council desires to authorize the grant of said easement.

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 grants the Mayor authority to execute an easement for electrical service to First Energy Corporation on, upon, under and across PPN 483-19-001 located at the terminus of Progress Parkway and comprising a total of 0.0698 acres and as further described in the Exhibits attached hereto and marked A and B respectively and subject to such terms and conditions as approved by the Law Director.

Section 2. The Law Department shall take all steps necessary to record the easement at city expense.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to grant this easement for electrical service to First Energy Corporation to insure continued service to the city and its residents.

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:

**LEGAL DESCRIPTION FOR:**  
**Electrical Easement**  
**0.0698 Acres (3,039.45 Sq. Ft.)**

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being a 12' wide Electrical Easement over PPN 483-19-001 owned by the City of North Royalton as recorded in Volume 10959, Page 35 of Cuyahoga County Records and known as being part of Original Royalton Township Lot Number 3, bounded and described as follows:

Beginning at a 5/8" iron pin monument found at the cul-de-sac of Progress Parkway as shown on Lot Split of S/L I in Moskowitz & Company Subdivision as recorded in Volume 243, Page 78 of Cuyahoga County Plat Records; THENCE, S.32°37'03"W., along the westerly line of said S/L I, a distance of 357.70 feet to a point located on the northerly line of said City of North Royalton property; THENCE, S.86°16'19"E., along the northerly line of said City of North Royalton property, a distance of 342.32 feet to an angle point therein; THENCE, S.11°33'39"W., a distance of 252.51 feet to the northeasterly corner of a 12' Electrical Easement herein described;

COURSE 1: THENCE, S.06°45'50"E., a distance of 12.00 feet to a point;

COURSE 2: THENCE, S.83°14'10"W., a distance of 207.85 feet to a point;

COURSE 3: THENCE, S.02°14'49"W., a distance of 15.69 feet to a point;

COURSE 4: THENCE, N.87°36'23"W., a distance of 29.23 feet to a point;

COURSE 5: THENCE, N.03°00'10"E., a distance of 13.52 feet to a point;

COURSE 6: THENCE, S.88°23'53"E., a distance of 17.06 feet to a point;

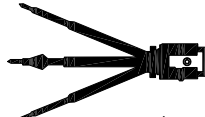
COURSE 7: THENCE, N.01°49'22"E., a distance of 12.14 feet to a point;

COURSE 8: THENCE, N.83°14'10"E., a distance of 218.18 feet to the Principal Point of Beginning and containing 0.0698 acres (3,039.45 sq.ft.) of land, based on a survey conducted in May of 2021 by John R. Alban, Professional Surveyor 7651.

# ELECTRICAL EASEMENT

OVER PROPERTY OWNED BY:  
CITY OF NORTH ROYALTON

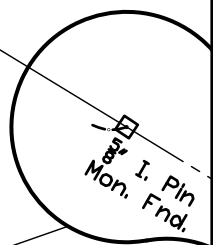
PREPARED BY:



**ALBAN SURVEYING CO.**  
*Engineers and Surveyors*  
38052 Euclid Avenue, Suite 200  
Willoughby, Ohio 44094  
Phone: 440-946-0752

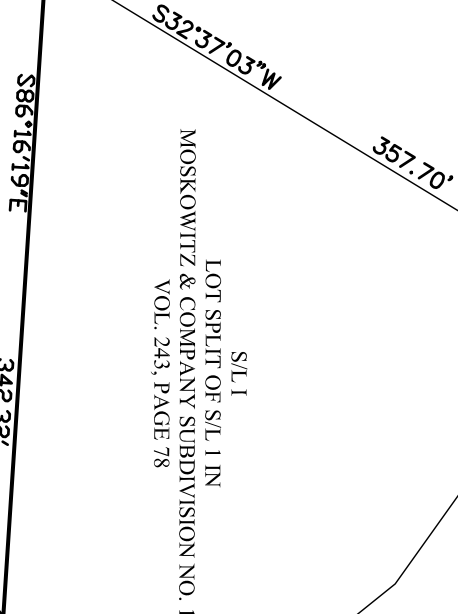
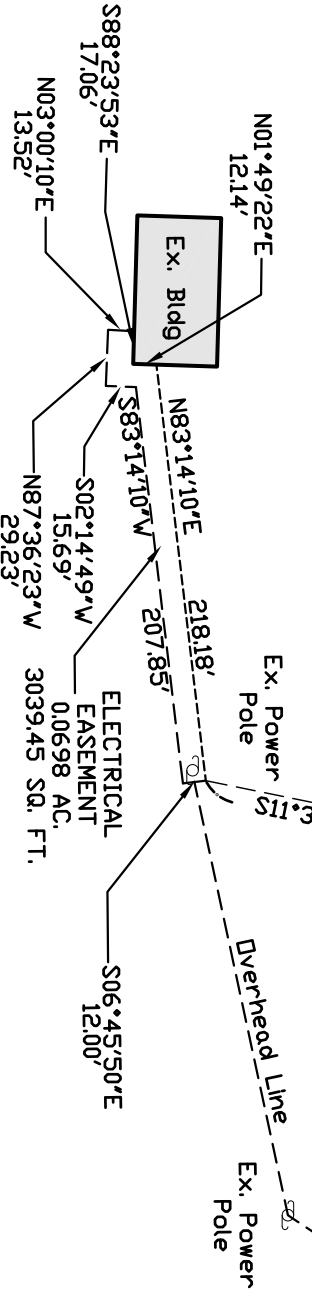
1 inch = 100 ft.

PROGRESS  
PKWY (60')



S/L 1  
LOT SPLIT OF S/L 1 IN  
MOSKOWITZ & COMPANY SUBDIVISION NO. 1  
VOL. 243, PAGE 78

City of North Royalton  
PPN: 483-19-001  
Vol. 10959, Page 35





W.R. #  
W.O. #

**KNOWN ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation,  
the Grantor, claiming title by virtue of instrument recorded in \_\_\_\_\_,

Page \_\_\_\_\_ of the \_\_\_\_\_ County Records, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to its full satisfaction of **THE CLEVELAND ELECTRIC ILLUMINATING COMPANY**, an Ohio corporation, the Grantee, does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for lines for the distribution of electric current, including communication facilities, upon, over, and across the following described premises:

Situated in the City/Township of \_\_\_\_\_, County of \_\_\_\_\_,  
State of Ohio, and being

The right of way above referred to is described as follows:

Thence from this point this line continues underground as follows:

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, remove, repair, patrol and permanently maintain upon, over, under and along the above described right of way across said premises all necessary structures, wires, cables, and other usual fixtures and appurtenances used for or in connection with the distribution of electric current, including communication facilities, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right of way, and the right to trim, cut, remove or control by any other means at any and all times such trees, limbs, and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

In addition to said easement and right of way, the following rights are hereby granted to The Cleveland Electric Illuminating Company:

- (1) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way across said premises such cables, wires, pipes, conduits, service pedestals, above-surface and sub-surface transformers, transformer pads, service hand-holes and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the underground distribution of electric current, including communication facilities;
- (2) To enter and pass on, over and across any part of said lot(s) when reasonably necessary for access to and from said right of way, and to use the premises parallel to and adjoining the boundaries of said right of way for piling dirt and for the operation of apparatus, appliances and equipment in exercising any of its rights enumerated herein;

- (3) To trim, cut and remove at any and all times any trees, limbs, roots, underbrush or other obstructions within or near said right of way which may in the judgment of the Grantee interfere with, limit access to or endanger transformers, service pedestals, cables or their appurtenances, or their efficient operation;
- (4) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way and within the street limits cables, wires, pipes, conduits, street light standards and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the operation of street lights.

Grantor reserves the right to use the right of way area, but only for the purpose of planting grass, flowers and ornamental shrubbery and subject to Grantee's rights enumerated herein. In the event Grantee digs up the right of way or a portion thereof, or otherwise uses the right of way for any of the purposes herein enumerated, which requires the removal of said flowers or shrubbery, Grantee shall exercise ordinary care in removing and replanting them but will not assure the continued life of the flowers or shrubbery so removed and replanted.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances unto said Grantee, its successors and assigns, forever, and the Grantor represents that it is the owner of the above-mentioned premises herein described.

IN WITNESS WHEREOF, \_\_\_\_\_ has executed this easement by its duly authorized officers and has caused its corporate seal to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

**SIGNED IN THE PRESENCE OF:**

		_____ Name of Corporation
	By:	_____ Signature of Officer
		_____ Official Title
	And:	_____ Signature of Officer
		_____ Official Title

STATE OF OHIO                    )  
  )  
COUNTY OF                    )

SS:

**This instrument  
was prepared by  
The Cleveland Electric Illuminating Company**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_,  
on behalf of the corporation.

**SEAL**

Notary Public