

November 2021

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

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

December 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7 COUNCIL AND CAUCUS 7:00	8 PLANNING COMMISSION 7:00 CAUCUS 6:45	9	10	11
12	13 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	14	15	16 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	17	18
19	20	21 COUNCIL AND CAUCUS 7:00	22	23	24 <i>CHRISTMAS EVE</i> 	25 <i>CHRISTMAS DAY</i>
26	27	28	29	30	31 <i>NEW YEAR'S EVE</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
NOVEMBER 16, 2021**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: November 3, 2021
 - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a D5 and D6 transfer permit for JS2 Projects LLC, 13570 Ridge Road, North Royalton, Ohio 44133.
 - c. 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.**

SECOND READING CONSIDERATION

1. **21-172 - AN ORDINANCE EXTENDING AN ESTABLISHED TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY, CONDITIONAL USE AND/OR BUILDING PERMIT APPROVALS FOR SMALL BOX DISCOUNT STORES IN ALL ZONING DISTRICTS IN THE CITY OF NORTH ROYALTON, THE ISSUANCE OF SUCH APPROVALS, AND DECLARING AN EMERGENCY. First reading November 3, 2021 and referred to Building and Building Codes Committee.**

FIRST READING CONSIDERATION

- * 1. **21-173** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF EMILY BOYKO TO SERVE AS MAYOR'S COURT DEPUTY CLERK FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
2. **21-174** - AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JENNY ESAREY TO SERVE AS DIRECTOR OF FINANCE FOR THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
3. **21-175** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF BEREA FOR THE EXCLUSIVE RIGHT TO THE POSSESSION OF ONE JAIL CELL BED FOR THE TERM OF THREE MONTHS, AND DECLARING AN EMERGENCY.
4. **21-176** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) JOHN DEERE 50G COMPACT EXCAVATOR FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT FROM MURPHY TRACTOR AND EQUIPMENT FOR AN AMOUNT NOT TO EXCEED \$70,239.94, AND DECLARING AN EMERGENCY.
5. **21-177** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) FREIGHTLINER M2 106 SINGLE AXLE DUMP TRUCK FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION PURCHASING CONTRACT FOR AN AMOUNT NOT TO EXCEED \$110,696.00 AND DECLARING AN EMERGENCY.
6. **21-178** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BROWN AND CALDWELL FOR THE NORTH ROYALTON WASTEWATER TREATMENT PLANT B PUMP STATION CONVERSION AND SEWER CONVEYANCE DESIGN IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$3,792,647.00, CONTINGENT UPON BEING APPROVED FOR A LOAN FROM THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY.
7. **21-179** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 8 LAW DEPARTMENT, AND DECLARING AN EMERGENCY.
8. **21-180** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 7, POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
9. **21-181** - AN ORDINANCE ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME NON-UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON, REPEALING ORDINANCE 14-141, AND DECLARING AN EMERGENCY.
10. **21-182** - AN ORDINANCE ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY.
11. **21-183** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FRATERNAL ORDER OF POLICE, LODGE 15 (POLICE DEPARTMENT RECORDS ROOM CLERICAL STAFF, MAINTENANCE STAFF, AND ANIMAL CONTROL OFFICERS), AND DECLARING AN EMERGENCY.
12. **21-184** - AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NORTH ROYALTON, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2022.
13. Miscellaneous.
14. Adjournment.

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF EMILY BOYKO TO
SERVE AS MAYOR’S COURT DEPUTY CLERK FOR THE CITY OF NORTH ROYALTON,
AND DECLARING AN EMERGENCY

- WHEREAS: The position of Mayor’s Court Deputy Clerk is an appointive position; and
- WHEREAS: The Mayor has appointed Emily Boyko to serve as Mayor’s Court Deputy Clerk; and
- WHEREAS: Council confirms various appointments made by the Mayor; and
- WHEREAS: Council desires to confirm this appointment.

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

- Section 1. Council hereby confirms the appointment of Emily Boyko to serve as Mayor’s Court Deputy Clerk for the City of North Royalton, full time.
- Section 2. The salary and benefits of said appointed official shall be in accordance with benefit Ordinances and such subsequent amendments thereto as this Council may from time to time approve.
- 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 the position of Mayor’s Court Deputy Clerk is an appointive one and it is immediately necessary to provide for this appointment.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 21-174

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JENNY ESAREY TO SERVE AS
DIRECTOR OF FINANCE FOR THE CITY OF NORTH ROYALTON,
AND DECLARING AN EMERGENCY

WHEREAS: The position of Director of Finance is an appointive position; and

WHEREAS: The Mayor has appointed Jenny Esarey to the position of Director of Finance; and

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

WHEREAS: Council desires to confirm this appointment.

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

Section 1. Council hereby confirms the appointment of Jenny Esarey to the position of Director of Finance.

Section 2. Said appointment shall be effective December 6, 2021, and shall run concurrent with the Mayor's term of office, or until such time as a successor has been appointed and confirmed.

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 the position of Director of Finance is an appointive one and it is immediately necessary to provide for the appointment of this department head.

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:

Jenny Esarey – MBA, CPA

7561 Akins Road
North Royalton, Ohio

Phone - (216) 702-6650; E-Mail – jennyesarey@yahoo.com

Education	Baldwin-Wallace College Berea, Ohio <i>Masters of Business Administration (MBA) Accounting</i> May 2009 Overall GPA: 4.0	Baldwin-Wallace College Berea, Ohio <i>Bachelor of Arts</i> , May 2001 Major: Business Concentration: Finance Minor: Economics Overall GPA: 3.59 Cum Laude
Experience	City of Streetsboro Streetsboro, Ohio <i>Finance Director</i> September 2013 to Present <ul style="list-style-type: none">• Prepared and Presented to the Mayor and City Council the 2014 to 2022 Annual Appropriation Budgets.• Monitor and Manage the 2013 to 2021 Annual Appropriations Budgets (~\$30M) with numerous fund balances to maintain regulatory compliance.• Prepare and Process Month End, Quarter End, and Year End Closing for Finance, while producing and providing monthly financial reports & financial analysis to the Mayor, City Council, and Department Directors which are reviewed and discussed during Finance Committee Meetings (4th Monday of the Month).• Oversee Annual Audit with Auditor of State's Office to ensure financial statements that are in accordance with GAAP.• Implemented sound fiscally conservative financial practices and a balanced budget. Petitioned S&P for a review resulting in a Bond Upgrade Rating ("AA" from a "AA-") for the City, and was confirmed, by S&P, June of 2016, during the Bond Refunding Process and March 2021 during the 2021 Bond Issuance Process.• Managed the 2016 Bond Refunding process which included coordinating with Bond Counsel, Bond Advisor, and Underwriter. The Bond Refunding will save the City of Streetsboro \$600,000 over the life of the bonds (till 2030).• Managed the 2021 Bond Issuance process for the Fire Station & Service Garage which included coordinating with Bond Counsel, Bond Advisor, and Underwriter for the Bond Sale, Official Statement Issuance, & S&P Rating Process.• Obtain Regulatory Compliance with OPERS (Ohio Public Employees Retirement System) and OP&F (Ohio Police & Fire Pension) due to non-compliance of required submittals.• Negotiate annual renewals for General Liability Insurance, while ensuring City is properly insured for all assets.• Oversee Finance Department (staff of two) including Accounts Receivable, Accounts Payable, Purchasing, & Payroll. City of Brooklyn Brooklyn, Ohio <i>Finance Director</i> January 2012 to September 2013 <ul style="list-style-type: none">• Prepared and Presented to the Mayor and City Council the 2012 and 2013 Annual Budgets.• Monitor and Manage the 2012 and 2013 Annual \$26 Million Budgets with numerous fund balances to maintain regulatory compliance while analyzing and reviewing purchases for all departments to ensure efficient use of monies.• Analyze and Approve Month End, Quarter End, and Year End Closing for Finance and Payroll.• Produce and provide monthly financial reports & financial analysis to the Mayor and City Council which are reviewed and discussed during Finance Committee Meetings (held before every Council Meeting).• Oversee Finance Department (staff of three) including Accounts Receivable, Accounts Payable, Purchasing, & Payroll.• Negotiate annual renewals for General Liability Insurance & Health Insurance (Medical, Dental, and Life) along with being the Chair of the Health Care Committee which negotiates annual employee health benefits (union membership).• Human Resources Management including employee issues, grievances, workers compensation, and unemployment.• Implement Internal Controls to ensure and improve proper accounting procedures while developing solutions to comply with audit recommendations. City of University Heights University Heights, Ohio <i>Director of Finance</i> March 2010 to December 2011 <ul style="list-style-type: none">• Prepared and presented to the Mayor and City Council the 2011 Annual Budget and Managed the 2010 Annual \$25 Million Budget that resulted in a surplus that more than doubled a typical annual surplus.• Responsible for Month End, Quarter End, and Year End Closing of Finance and Payroll along with producing and providing monthly financial reports & financial analysis to the Mayor and City Council.• Oversee Finance Department (a staff of one Finance Clerk) that handle Bi-Weekly Payroll including Union Contract specifics, Payroll Taxes, Payroll Deductions, Accounts Payable, Receipts, Assessments, & Reimbursements.• Established appropriate fund accounting for City's Books.• Created City Wide Policies and Procedures to properly account for transactions and checks & balances to improve and implement segregation of duties and accountability within departments.• Implemented Internal Auditing Process which resulted in finding a \$2 Million missed TIF Payment. Worked with Bond Counsel to negotiate a settlement with all parties involved from the original 2001 TIF Agreement.• Human Resource Director for City - work directly with unions, oversee employee discipline, benefits negotiator & administrator, and Board Member of NORMA, General Liability Insurance Consortium the City is a member of.• Appealed and won Ohio BWC enrollment in Retrospective Rating Program that saved the city a minimum of \$100 Thousand a Year.	

**Experience
(Continued)****Military Products Group, Inc. North Ridgeville, Ohio***Controller* November 2008 to May 2009

- Member of Executive Board of Directors (Advisory Board to President).
- Reconcile accounts, prepare journal entries, and close the books on a monthly, quarterly, and annual basis to produce monthly, quarterly, and annual Balance Sheet and Profit and Loss Statements and present to Board of Directors.
- Oversee Accounts Payable, Accounts Receivable, Invoicing, and Payroll.
- Manage Purchasing Department (Purchase Orders, Item Receipts, Non-Conformance, and Inventory Control).
- Managed Human Resource Department which included Administering Employee Benefits (Health and Life Insurance and Simple IRA), recording and accurately maintaining employee personal Paid Time and Call/Off Tardy, and handling all employee issues (Employee Relations). Negotiated and implemented new benefit packages and revised employee handbook. Worked with company law firm and insurance agency to ensure compliance with DOL, FMLA, COBRA, and other mandated regulations.

DieVerse Industries, Inc. Valley View, Ohio*Controller* May 2005 to November 2008

- Reconcile accounts, prepare journal entries, and close the books on a monthly, quarterly, and annual basis to produce monthly, quarterly, and annual Balance Sheet and Profit and Loss Statements.
- Responsible for Accounting and Finance including entering accounts receivable, accounts payable, and deposits, overseeing invoicing and purchase orders, and processing and printing of weekly payroll checks including paying and filing of the weekly, monthly, quarterly, and annual Payroll Taxes.
- Worked with Public Accounting Firm to progressively bring ledger and processes into compliance with Generally Accepted Accounting Principles (GAAP) in preparation for annual reviewed audit.
- Managed the process of arranging \$2 Million of financing for company expansion including partnering with our legal counsel to develop loan and re-financing agreements, and fulfill bank loan agreement of quarterly generated financial statements in compliance with GAAP that included a Rolling 4 Quarter Covenant Compliance Calculation.
- Worked with traditional lenders, non-traditional lenders, and asset-based lenders to re-finance bank loan (Involved in Company Liquidation Process).

Production IQ, LLC Rocky River, Ohio*Controller* March 2004 to October 2004 (Full Time) and November 2004 to May 2005 (Part Time)

- Responsible for Accounting and Finance which included entering accounts receivable, accounts payable, and deposits, oversaw invoicing, purchase orders, and estimates, managed bi-weekly payroll and payroll taxes, and reconciled accounts, prepared journal entries, and closed the books on a monthly basis.
- Searched and contracted for current health insurance with a third-party administrator.

Graystone Properties, Inc. Cleveland, Ohio*Financial and Administrative Manager* March 2003 to March 2004

- Developed, implemented, and internalized financial services and processes for Parent Company (six entities), including Balance Sheet, Profit and Loss Statements, Cash Flow Projection, Month End Closing, Billing Statements, Payroll, Receivables and Payables, and created Operating Budgets in QuickBooks Pro.
- Assumed Human Resource responsibility including development of company policies, reviewed and negotiated new benefits package, along with recruiting, interviewing, and hiring additional staff to support growth.

Areway, Inc. Brooklyn, Ohio*Accounts Receivable* October 2001 to September 2002

- Oversaw invoice process by maintaining an accurate filing system and by keeping in constant contact with the numerous Plants' Personnel thru generating weekly and monthly Accounts Receivable Reports.
- Inputted hourly employee data and printed ~300 hourly employees' checks and the accompanying third-party checks.

Awards

- Recipient of Auditor of State Award with Distinction for 2012 CAFR for the City of Brooklyn
- Recipient of Auditor of State Award for the 2015, 2016, 2017, 2018, and 2019 Financial Statements for the City of Streetsboro

Licenses

- Certified Public Accountant, State of Ohio – Permit #CPA.55968, Expiration Date 12/31/2024
- Notary Public, State of Ohio – Commission Expires October 4, 2024

**Computer
Skills**

- Advanced knowledge of Microsoft Word, Microsoft Excel, Microsoft PowerPoint, QuickBooks Accounting Software, eGov (SSI) Governmental Accounting Software, and CMI Governmental Accounting Software.

**Professional
Memberships**

- Nominated and Appointed to Municipal Finance Officers Association (MFOA) Board of Directors in July 2012
- Inducted into Baldwin-Wallace University Business Honors Society (Inaugural Year)

Volunteering

- Member of Finance Committee for my parish, St. Charles Borromeo Church - Parma, Ohio

Jenny Esarey – MBA, CPA

7561 Akins Road
North Royalton, Ohio 44133
Phone - (216) 702-6650
jennyesarey@yahoo.com

References for Jenny Esarey

Brian Cooper
Baker Tilly Municipal Advisors, LLC
175 South Third Street, Suite 1250
Columbus, Ohio 43215
(614) 353-7457
brian.cooper@bakertilly.com

Tony DeMarco
Cell Phone (216) 647-4863
tdemarco@TritonProducts.com

Father John T. Carlin
Pastor
St. Charles Borromeo Church
5891 Ridge Road
Parma, Ohio 44129
(440) 884-3030
jtceire@aol.com

Relationship to Candidate

Municipal Bond Advisor (City of Streetsboro)

Council Member (City of Brooklyn)
In 2012 City Council President and
Chair of Finance Committee

Finance Committee
St. Charles Borromeo Church – Parma, Ohio

ORDINANCE NO. 21-175

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF BERE A FOR THE EXCLUSIVE RIGHT TO THE POSSESSION OF ONE JAIL CELL BED FOR THE TERM OF THREE MONTHS, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton, as a political subdivision of the State of Ohio, owns and operates a “full service jail” as defined by the state and is authorized to retain prisoners, male and female, for indefinite terms of incarceration; and

WHEREAS: The City of North Royalton offers to lease a limited number of jail cell beds on an exclusive basis to other governmental subdivisions and/or law enforcement agencies for fixed terms under specific conditions set forth below; and

WHEREAS: The City of Berea seeks to lease one (1) jail cell bed on an exclusive basis for its own purposes; and

WHEREAS: Council desires to authorize the Mayor to enter into a lease agreement with the City of Berea.

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

Section 1. Council hereby authorizes the Mayor to enter into a lease agreement with the City of Berea for the exclusive right to the possession of one (1) jail cell bed for the term of three (3) month, 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.

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:

LEASE AGREEMENT FOR JAIL HOUSING AND ANCILLARY SERVICES

This is a lease agreement between the City of North Royalton, Ohio, Lessor hereinafter "Royalton" and the City of Berea, Ohio, Lessee hereinafter "Berea" for the extension of jail housing and ancillary services.

Whereas: Royalton, as a political subdivision of the State of Ohio, owns and operates a "full service jail" as defined by the state and is authorized to retain prisoners, male and female, for indefinite terms of incarceration; and

Whereas: Royalton offers to lease a limited number of jail cell beds on an exclusive basis to other governmental subdivisions and/or law enforcement agencies for fixed terms under specific conditions set forth below; and

Whereas: Berea seeks to lease one (1) jail cell bed on an exclusive basis for its own purposes,

Now therefore the parties agree as follows:

- 1) Royalton agrees to lease to Berea and Berea agrees to lease from Royalton one (1) jail cell bed in the North Royalton Municipal Jail for Berea's exclusive use at all times during the term of the lease;
- 2) The term of this lease shall be for three (3) months from January 1, 2022 at 12:00AM through March 31, 2022 at 11:59PM;
- 3) This lease shall NOT renew automatically but may be renewed by mutual agreement;
- 4) In consideration for this lease Berea shall pay to Royalton the sum of Fourteen Thousand Dollars (\$14,000.00) payable monthly in three equal installments in advance on the first day of each month without demand or invoice;
- 5) Royalton reserves the right to select the specific cell bed to be assigned for Berea's use which may and will change from day to day as may be determined by Royalton to conform to the efficient operation of the jail within the sole discretion of Royalton;

- 6) Royalton will provide all standard jail housing services customarily afforded by municipal jails including regular meals, exercise, 24/7/365 oversight;
- 7) Royalton will provide Berea prisoners with limited medical services consistent with similar services to those which it provides to and for its own prisoners; all costs and fees attributable to such limited medical services provided to Berea prisoners shall be billed separately to Berea, as incurred, which shall be reimbursed to Royalton within thirty (30) days of invoice;
- 8) For all emergency medical services and/or other medical services that exceed those commonly afforded by Royalton, Royalton will use the North Royalton Fire Department emergency medical services and the same for transport to medical facilities; all such services and transport and additional facility charges and fees shall be the sole responsibility of Berea;
- 9) Royalton will provide all required booking and processing of Berea prisoners in accord with the then current North Royalton Jail Policy Manual; Royalton will provide in-house video arraignment service to the Berea Municipal Court subject to the technical limitations of the service and equipment;
- 10) All prisoner transport that may be required for any reason (except as noted in paragraph 7 above) is the sole responsibility of Berea;
- 11) Berea shall, upon delivery of a prisoner, provide Royalton all necessary information to complete the forms for incarceration including all known medical conditions and/or concerns;
- 12) Royalton reserves the right to decline to accept any prisoner if in Royalton's sole discretion that individual is unable to be safely housed or if that individual presents a danger to himself/herself or others;
- 13) Royalton agrees to offer Berea a limited preferred priority for the housing of additional prisoners in excess of the one housed pursuant to the terms of this lease for such convenience as that may offer to Berea at the then current daily rate for non-exclusive cell bed availability;
- 14) Royalton will conduct a review to determine the lease rate for the coming year and communicate that rate to the lessee on or about August 31st of each lease year in order to allow for lessee to properly budget for its purpose;
- 15) This lease shall terminate at 11:59 PM on March 31, 2021;
- 16) Royalton will make every reasonable effort to fulfill its commitments herein however, notwithstanding any other provision, Royalton reserves the right during any declared emergency or unforeseen calamity to

temporarily suspend this lease in order to respond to the then-prevailing conditions;

- 17) Berea agrees to add Royalton as an additional insured on its municipal liability insurance policy for any and all claims made by, for or on behalf of any of its prisoners while in the custody of Royalton in the sum of two million dollars per incident and to provide evidence thereof to Royalton prior to the commencement of the lease;
- 18) This agreement is distinct and separate from and in addition to any prior agreement for jail services on a non-exclusive basis.

The parties identified below affirm that they are authorized to execute this agreement by Ordinance duly enacted by their respective legislative authorities or are possessed of independent authority by their governmental agency.

Mayor Larry Antoskiewicz
City of North Royalton
Lessor

Date

Mayor Cyril Kleem
City of Berea
Lessee

Date

Approved as to form: _____

Thomas A. Kelly, Law Director
City of North Royalton

Approved as to form: _____

Barb Jones, Law Director
City of Berea

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) JOHN DEERE 50G COMPACT EXCAVATOR FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT FROM MURPHY TRACTOR AND EQUIPMENT FOR AN AMOUNT NOT TO EXCEED \$70,239.94, AND DECLARING AN EMERGENCY

WHEREAS: The Wastewater Superintendent has recommended the purchase of one (1) excavator for the North Royalton Wastewater Department from Murphy Tractor & Equipment for an amount not to exceed \$70,239.94; and

WHEREAS: Council desires to provide for the funding of this purchase.

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

Section 1. Council hereby authorizes the expenditure of funds for an amount not to exceed \$70,239.94 for the purchase of one (1) Excavator from Murphy Tractor & Equipment, 1550 Industrial Parkway S, Brunswick, Ohio 44212 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Wastewater Superintendent is hereby authorized and directed to forward a certified copy of this Ordinance to Murphy Tractor & Equipment.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of this equipment for the North Royalton Wastewater Department for the proper and immediate performance of departmental duties.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Selling Equipment

Quote Id: 25458852

Customer: CITY OF NORTH ROYALTON

JOHN DEERE 50G Compact Excavator			
Hours:	0		Suggested List
Stock Number:	202333		\$ 87,414.35
			Selling Price
			\$ 70,239.94
Description	Qty	Unit	Extended
16" TRACKS, CAB, 5'7" ARM	1	\$ 75,242.00	\$ 75,242.00
Standard Options - Per Unit			
400MM RUBBER TRACK	1	\$ 0.00	\$ 0.00
SUSPENSION SEAT - CLOTH	1	\$ 29.00	\$ 29.00
5'7"(1.69M)LONG ARM/LNG LEAD	1	\$ 1,541.00	\$ 1,541.00
CAB WITH HEATER & AIR CONDIT	1	\$ 6,243.00	\$ 6,243.00
Standard Options Total			\$ 7,813.00
Dealer Attachments			
WERKBRAU EZG1MT-2H 2-TINE	1	\$ 1,912.22	\$ 1,912.22
MAIN PIN HYD THUMB			
WERKBRAU 24" PIN ON BKT	1	\$ 1,377.13	\$ 1,377.13
15MNHD24			
WERKBRAU 1MNDCG42 42" MINI	1	\$ 1,070.00	\$ 1,070.00
DITCH BKT W/ BOE			
Stock Number:210181			
Dealer Attachments Total			\$ 4,359.35
Service Agreements			
John Deere Extended Warranty -	1	\$ 0.00	\$ 0.00
60mth/3,000hr Comprehensive			
Service Agreements Total			\$ 0.00
Suggested Price			\$ 87,414.35
Customer Discounts			
Customer Discounts Total		\$ -17,174.41	\$ -17,174.41
Total Selling Price			\$ 70,239.94

Quote Summary**Prepared For:**

CITY OF NORTH ROYALTON
14600 STATE RD
NORTH ROYALTON, OH 44133
Business: 216-237-5686

Prepared By:

JJ SUTPHIN
Murphy Tractor & Equipment
1550 Industrial Parkway S
Brunswick, OH 44212
Phone: 330-220-4999
Mobile: 216-310-5962
jsutphin@murphytractor.com

Quote Id: 25458852**Created On:** 18 October 2021**Last Modified On:** 26 October 2021**Expiration Date:** 19 November 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 50G Compact Excavator	\$ 87,414.35	\$ 70,239.94 X	1 =	\$ 70,239.94
John Deere Extended Warranty-60mth/3,000hr Comprehensive		\$ 0.00 X	1 =	\$ 0.00
Equipment Total				\$ 70,239.94

Quote Summary

Equipment Total	\$ 70,239.94
SubTotal	\$ 70,239.94
Total	\$ 70,239.94
Balance Due	\$ 70,239.94

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Quote Summary

Prepared For:
City Of North Royalton
OH

Prepared By:
Tony Polen
Polen Implement, Inc.
42255 Oberlin-elyria Road
Elyria, OH 44035
Phone: 440-322-8821
Mobile: 440-821-6571
tonyp@polenimplement.com

Quote Id: 25590393
Created On: 09 November 2021
Last Modified On: 11 November 2021
Expiration Date: 16 November 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 50G Compact Excavator	\$ 100,475.00	\$ 75,812.53 X	1 =	\$ 75,812.53
Equipment Total				\$ 75,812.53

Quote Summary

Equipment Total	\$ 75,812.53
SubTotal	\$ 75,812.53
Est. Service Agreement Tax	\$ 0.00
Total	\$ 75,812.53
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 75,812.53

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE**

Selling Equipment

Quote Id: 25590393

JOHN DEERE 50G Compact Excavator				
Hours:				Suggested List
Stock Number:				\$ 100,475.00
				Selling Price
				\$ 75,812.53
Code	Description	Qty	Unit	Extended
0060FF	50G Compact Excavator	1	\$ 78,387.00	\$ 78,387.00
Standard Options - Per Unit				
3125	Rubber Track 300 mm with 600mm (24 in.) Triple Semi Grouser Shoes	1	\$ 0.00	\$ 0.00
4150	Suspension Seat - Cloth	1	\$ 29.00	\$ 29.00
7120	Long Arm and Extra Counterweight	1	\$ 1,541.00	\$ 1,541.00
8185	ROPS / FOPS Cab	1	\$ 6,243.00	\$ 6,243.00
Standard Options Total				\$ 7,813.00
Dealer Attachments				
15MNHD24	WERK BRAU 24" BUCKET	1	\$ 1,899.00	\$ 1,899.00
1MNDCG42	WERK BRAU 42" BUCKET	1	\$ 1,917.00	\$ 1,917.00
COMPREHENSIVE	WARRANTY 60/3000 HRS	1	\$ 1,099.00	\$ 1,099.00
HD055-45A5083	HYD QUICK COUPLER	1	\$ 5,950.00	\$ 5,950.00
EZG1MT2H	THUMB	1	\$ 3,075.00	\$ 3,075.00
Dealer Attachments Total				\$ 13,940.00
Value Added Services Total				\$ 0.00
Other Charges				
	Setup	1	\$ 335.00	\$ 335.00
Other Charges Total				\$ 335.00
Suggested Price				\$ 100,475.00
Customer Discounts				
Customer Discounts Total			\$ -24,662.47	\$ -24,662.47
Total Selling Price				\$ 75,812.53



Quote Id: 25557034

03 November 2021

CITY OF NORTH ROYALTON
11675 ROYALTON RD
NORTH ROYALTON, OH 44133

Thank you for giving Ag-Pro the opportunity to quote you on this purchase. We strive to give every customer the best equipment at the very best price possible.

Thanks Again,

AG-Pro Companies
Mike Krajzel
440-237-4806
Ag-Pro Companies

**JOHN DEERE**

Selling Equipment



Quote Id: 25557034

Customer: CITY OF NORTH ROYALTON

JOHN DEERE 50G Compact Excavator

Equipment Notes: **STS CONTRACT #800864 PRICING.**
28.50% OFF LIST PRICE ON JOHN
DEERE PRODUCTS.

Suggested List
 \$ 100,182.55
Selling Price
 \$ 75,615.55

Hours:

Stock Number:

Code	Description	Qty	Unit	Extended
0060FF	JOHN DEERE 50G Compact Excavator	1	\$ 78,387.00	\$ 78,387.00
Standard Options - Per Unit				
3125	Rubber Track 300 mm with 600mm (24 in.) Triple Semi Grouser Shoes	1	\$ 0.00	\$ 0.00
4150	Suspension Seat - Cloth	1	\$ 29.00	\$ 29.00
7120	Long Arm and Extra Counterweight	1	\$ 1,541.00	\$ 1,541.00
8185	ROPS / FOPS Cab	1	\$ 6,243.00	\$ 6,243.00
Standard Options Total				\$ 7,813.00
Dealer Attachments				
NON JOHN DEERE ITEM	WERK BRAU - EZG1MT-2H - 2 TINE	1	\$ 2,361.11	\$ 2,361.11
NON JOHN DEERE ITEM	MAIN PIN HYD THUMB	1	\$ 1,446.67	\$ 1,446.67
NON JOHN DEERE ITEM	WERK BRAU - 15MNHD24 - 24"	1	\$ 1,442.22	\$ 1,442.22
NON JOHN DEERE ITEM	HEAVY DUTY BUCKET-SH	1	\$ 1,442.22	\$ 1,442.22
NON JOHN DEERE ITEM	WERK BRAU - 1MNDCG42 - 42" MINI DITCH CLEANING BUCKET	1	\$ 2,461.44	\$ 2,461.44
NON JOHN DEERE	WERK BRAU MANUFACTURE ATTACHMENT STEEL SURCHARGE AND FREIGHT	1	\$ 6,271.11	\$ 6,271.11
Dealer Attachments Total				\$ 13,982.55
Value Added Services				
	Extended Warranty	1	\$ 988.80	\$ 988.80
Value Added Services Total				\$ 988.80
Suggested Price				\$ 101,171.35
Customer Discounts				
Customer Discounts Total			\$ -24,567.00	\$ -24,567.00
Total Selling Price				\$ 76,604.35



Quote Summary

Prepared For:

CITY OF NORTH ROYALTON
11675 ROYALTON RD
NORTH ROYALTON, OH 44133

Prepared By:

Mike Krajzel
Ag-Pro Companies
11204 Royalton Road
N. Royalton, OH 44133
Phone: 440-237-4806
mkrajzel@agproco.com

All Used Equipment is Sold As Is, No Warranty.

Quote Id: 25557034

Created On: 03 November 2021

Last Modified On: 11 November 2021

Expiration Date: 03 December 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 50G Compact Excavator	\$ 100,182.55	\$ 75,615.55 X	1 =	\$ 75,615.55
Extended Warranty		\$ 988.80 X	1 =	\$ 988.80
Extended Warranty, 50G, Comprehensive, 3000 Total Hours or 60 Total Months, \$200 Deductible				
Sub Total				\$ 76,604.35
Equipment Total				\$ 76,604.35

Quote Summary

Equipment Total	\$ 76,604.35
Dealer services	\$ 0.00
SubTotal	\$ 76,604.35
Est. Service Agreement Tax	\$ 0.00
Total	\$ 76,604.35
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 76,604.35

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Extended Warranty Proposal

PowerGard™ Protection Plan

COMPACT CONSTRUCTION EQUIPMENT

Date : November 11, 2021

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 200
Equipment Type	COMPACT CONSTRUCTION EQUIPMENT	Coverage:	Comprehensive	Quoted Price	\$ 988.80
Model	50G	Total Months:	60		
Country	US	Total Hours:	3000	Date Quoted	November 9, 2021
MFWD/Tracks	N				

Scraper Use

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ **I ACCEPT** the PowerGard Protection

☐ **I DECLINE** the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



JOHN DEERE

Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.



Quote Summary

Prepared For:

CITY OF NORTH ROYALTON
14600 STATE RD
NORTH ROYALTON, OH 44133
Business: 216-237-5686

Prepared By:

JJ SUTPHIN
Murphy Tractor & Equipment
1550 Industrial Parkway S
Brunswick, OH 44212
Phone: 330-220-4999
Mobile: 216-310-5962
jsutphin@murphytractor.com

Quote Id: 25458852

Created On: 18 October 2021

Last Modified On: 10 November 2021

Expiration Date: 19 November 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 50G Compact Excavator	\$ 92,209.55	\$ 74,418.66 X	1 =	\$ 74,418.66
John Deere Extended Warranty-60mth/3,000hr Comprehensive		\$ 0.00 X	1 =	\$ 0.00
Equipment Total				\$ 74,418.66

Quote Summary

Equipment Total	\$ 74,418.66
SubTotal	\$ 74,418.66
Total	\$ 74,418.66
Balance Due	\$ 74,418.66

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment



Quote Id: 25458852

Customer: CITY OF NORTH ROYALTON

JOHN DEERE 50G Compact Excavator			
Hours:	0		Suggested List
Stock Number:	202334		\$ 92,209.55
			Selling Price
			\$ 74,418.66
Description	Qty	Unit	Extended
16" TRACKS, CAB, 5'7" ARM	1	\$ 75,242.00	\$ 75,242.00
Standard Options - Per Unit			
400MM RUBBER TRACK	1	\$ 0.00	\$ 0.00
SUSPENSION SEAT - CLOTH	1	\$ 29.00	\$ 29.00
5'7"(1.69M)LONG ARM/LNG LEAD	1	\$ 1,541.00	\$ 1,541.00
CAB WITH HEATER & AIR CONDIT	1	\$ 6,243.00	\$ 6,243.00
Standard Options Total			\$ 7,813.00
Dealer Attachments			
WERKBRAU EZG1MT-2H 2-TINE	1	\$ 1,912.22	\$ 1,912.22
MAIN PIN HYD THUMB			
WERKBRAU 24" PIN ON BKT	1	\$ 1,377.13	\$ 1,377.13
15MNHD24			
WERKBRAU 1MNDCG42 42" MINI	1	\$ 1,070.00	\$ 1,070.00
DITCH BKT W/ BOE			
New WERKBRAU D-LOCK HYD	1	\$ 4,795.20	\$ 4,795.20
CPLR W/ KIT			
Stock Number:197614			
Dealer Attachments Total			\$ 9,154.55
Service Agreements			
John Deere Extended Warranty -	1	\$ 0.00	\$ 0.00
60mth/3,000hr Comprehensive			
Service Agreements Total			\$ 0.00
Suggested Price			\$ 92,209.55
Customer Discounts			
Customer Discounts Total		\$ -17,790.89	\$ -17,790.89
Total Selling Price			\$ 74,418.66

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) FREIGHTLINER M2 106 SINGLE AXLE DUMP TRUCK FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION PURCHASING CONTRACT FOR AN AMOUNT NOT TO EXCEED \$110,696.00 AND DECLARING AN EMERGENCY

- WHEREAS: Council has authorized the purchase of a vehicle for the North Royalton Wastewater Department; and
- WHEREAS: Council approved Ordinance 09-28 on March 3, 2009 requesting permission to participate in the Ohio Department of Transportation Contracts for the purchase of machinery, materials, supplies and other articles; and
- WHEREAS: The city is purchasing this vehicle through the Ohio Department of Transportation Purchasing Contract; and
- WHEREAS: It is necessary to provide for the funding of said purchase.

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

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$110,696.00 for the purchase of one (1) Freightliner M2 106 single axle dump truck for the North Royalton Wastewater Department pursuant to ODOT Contract No. 118-21 awarded to vendor: Valley Freightliner and Western Star, 10901 Brookpark Road, Parma, Ohio 44130, OAKS ID: 0000068191, and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Wastewater Superintendent is hereby authorized and directed to forward a certified copy of this Ordinance to Valley Freightliner and Western Star.

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

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of this vehicle for the North Royalton Wastewater Department for the proper and immediate performance of departmental duties.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Prepared for:
John Simon
NORTH ROYALTON CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133
Phone: 440-336-5377



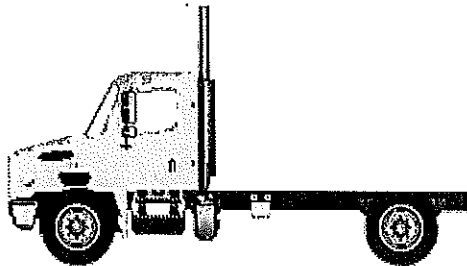
Prepared by:
Greg Simonic
Valley Freightliner & Western Star
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800
E-Mail: gsimonic@valley1.com

A proposal for
NORTH ROYALTON CITY OF

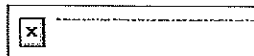
Prepared by
Valley Freightliner & Western Star
Greg Simonic

May 11, 2021

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale



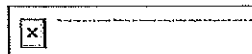
Prepared for:
John Simon
NORTH ROYALTON CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133
Phone: 440-336-5377



Prepared by:
Greg Simonc
Valley Freightliner & Western Star
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800
E-Mail: gsimonic@valley1.com

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
Data Version			
DRL-013	SPECPRO21 DATA RELEASE VER 013		
Interior Convenience/Driver Retention Package			
055-004	INTERIOR CONVENIENCE PACKAGE WITH CB PROVISION		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-222	2022 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1LF	LEASE/FINANCE BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 39000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 61780.0 lbs		

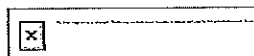


Prepared for:
John Simon
NORTH ROYALTON CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133
Phone: 440-336-5377

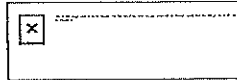


Prepared by:
Greg Simonic
Valley Freightliner & Western Star
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800
E-Mail: gsimonic@valley1.com

Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-004	END DUMP BODY		
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft		
* AF3-999	CUSTOM MFR'S/BODY TYPE IDENTIFICATION		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	640	30
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-015	PTO MODE ENGINE RPM LIMIT - 2100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-009	PTO MODE CANCEL VEHICLE SPEED - 0 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-001	ONE REMOTE PTO SPEED		
79X-003	PTO SPEED 1 SETTING - 800 RPM		
80G-002	PTO MINIMUM RPM - 700		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
99C-021	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D9	DR 12V 180 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	

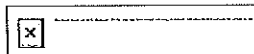


Prepared for:
John Simon
NORTH ROYALTON CITY OF
14600 STATE RD
NORTH ROYALTON, OH 44133
Phone: 440-336-5377

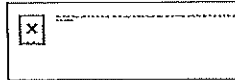


Prepared by:
Greg Simonic
Valley Freightliner & Western Star
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800
E-Mail: gsimonic@valley1.com

Data Code	Description	Weight Front	Weight Rear
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-001	CAB AUXILIARY POWER CABLE	5	
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Z-001	POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		



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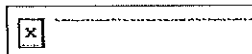
Data Code	Description	Weight Front	Weight Rear
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

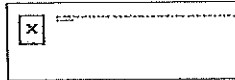
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-313	ALLISON VOCATIONAL PACKAGE 145 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



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	Data Code	Description	Weight Front	Weight Rear
	84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
N	84H-014	2200 RPM SECONDARY MODE SHIFT SPEED		
	84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
	84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
	84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
	85F-094	MAXIMUM ENGINE SPEED FOR PTO OPERATION 5000 RPM		
	85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
	353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
	34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
	362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
	363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
	97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
	346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

	400-1A9	DETROIT DA-F-16,0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
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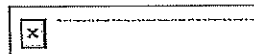


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Data Code	Description	Weight Front	Weight Rear
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-012	TRW TAS-85 POWER STEERING	40	
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-013	18,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-085	MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5

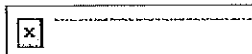


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	Data Code	Description	Weight Front	Weight Rear
	440-006	REAR OIL SEALS		
	426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
	41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension				
N	622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		230
	621-004	SPRING SUSPENSION - 1.50" AXLE SPACER		10
	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
	623-005	FORE/AFT CONTROL RODS		
Brake System				
	018-002	AIR BRAKE PACKAGE		
	490-100	WABCO 4S/4M ABS		
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	904-001	FIBER BRAID PARKING BRAKE HOSE		
	412-001	STANDARD BRAKE SYSTEM VALVES		
	46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	413-002	STD U.S. FRONT BRAKE VALVE		
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
	479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
	460-090	STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
	477-008	BW DV-2 AUTO DRAIN VALVE WITH HEATER - WET TANK		
	485-003	QUICK DISCONNECT FITTING WITH TIRE INFLATION KIT	2	
Trailer Connections				
	914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
	296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
	297-041	SAE J560 7-WAY PRIMARY CABLE RECEPTACLE MOUNTED END OF FRAME WITH 36" ADDITIONAL CABLE AT REAR CROSSMEMBER		



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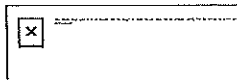


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Data Code	Description	Weight Front	Weight Rear
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-385	3850MM (152 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	-30	290
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
552-039	1825MM (72 INCH) REAR FRAME OVERHANG		
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	100
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 86.02 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 83.02 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 252.86		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 22.26 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 71.38 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 80.45 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH	20	5
218-001	23 INCH DIAMETER FUEL TANK(S)		



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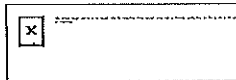


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	Data Code	Description	Weight Front	Weight Rear
N	215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
	212-007	FUEL TANK(S) FORWARD		
	664-001	PLAIN STEP FINISH		
	205-001	FUEL TANK CAP(S)		
	122-1H7	DAVCO 245 FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	5	
	216-020	EQUIFLO INBOARD FUEL SYSTEM		
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires				
	093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
	094-1YV	CONTINENTAL HDC3 11R22.5 16 PLY RADIAL REAR TIRES		96
Hubs				
	418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels				
	502-356	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	
	505-693	ALCOA LVL ONE 88267X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-112
	524-022	POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH		
	525-023	POLISHED OUTER (DISHED SIDE) REAR WHEELS WITH OUTER ONLY DURA-BRIGHT FINISH		
	496-011	FRONT WHEEL MOUNTING NUTS		
	497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior				
	829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	650-008	AIR CAB MOUNTING		
	705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
	648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
	754-008	2-1/2 INCH FENDER EXTENSIONS	10	
	678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		

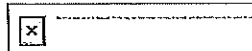


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Data Code	Description	Weight Front	Weight Rear
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-055	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
275-063	2-STAGE ELECTRIC HORN AND HAZARD LAMP ALERT CONTROLLED BY PARTICULATE FILTER REGENERATION REQUIRED STATUS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-016	MOLDED DOOR PANEL WITH UPPER VINYL INSERTS		
708-016	MOLDED DOOR PANEL WITH UPPER VINYL INSERTS		
772-006	BLACK MATS WITH SINGLE INSULATION		

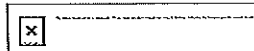


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Data Code	Description	Weight Front	Weight Rear
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-007	GRAY/CHARCOAL WING DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-027	SOLID-STATE CIRCUIT PROTECTION AND FUSES WITH SPARE FUSE KIT		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-101	(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-339	PREMIUM (L2) ISRI HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE	70	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	

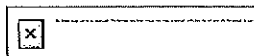


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Data Code	Description	Weight Front	Weight Rear
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-003	WOODGRAIN DRIVER INSTRUMENT PANEL		
734-003	WOODGRAIN CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-003	PRECO/ECCO 1040 87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		



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Data Code	Description	Weight Front	Weight Rear
749-016	CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
329-012	FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
482-001	BW TRACTOR PROTECTION VALVE		
883-998	NO TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-025	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-UBQ	CAB COLOR A: 00904952EY QUICKSILVER MET ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
964-3A1	BUMPER PAINT: N0001EA BLACK ELITE SS		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		



Prepared for:
 John Simon
 NORTH ROYALTON CITY OF
 14600 STATE RD
 NORTH ROYALTON, OH 44133
 Phone: 440-336-5377



Prepared by:
 Greg Simonic
 Valley Freightliner & Western Star
 10901 Brookpark Rd
 Parma, OH 44130
 Phone: 216-267-4800
 E-Mail: gsimonic@valley1.com

Data Code	Description	Weight Front	Weight Rear
Raw Performance Data			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 83.02 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 80.45 in		
Sales Programs			
* PMY-2G3	BUSINESS QUOTE SALES PROGRAM		

TOTAL VEHICLE SUMMARY

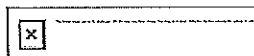
Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	7437 lbs	4450 lbs	11887 lbs
Total Weight ⁺	7437 lbs	4450 lbs	11887 lbs

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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Cenweld Corp
4502 Boyce Parkway
Stow OH 44224
Phone: (330) 923-9717
Fax: (330) 923-5872
www.cenweld.com

QUOTE

Quote ID: Q12109
Quote Date: 5/3/2021
Quote Valid Until: 6/2/2021

Page 1 of 2

Customer: 2000

Valley Freightliner Sterling
10901 Brookpark Rd

Parma, OH 44130

Contact: Greg Simonic

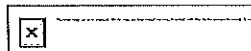
Phone: (216) 267-4800

Email Address: gsimonic@valley1.com

Salesperson: Dan Mlocky

Make	Model	Year	CA	VIN
Freightliner	M2-106	2022	102-108	

Quantity	Description	Unit Price	Amount
1 EA	<p>Dump Body:</p> <p>Make: Galion-Godwin</p> <p>Model: S306T</p> <p>Capacity (cu. yd.): 11.3</p> <p>Length ID: 12'</p> <p>Width ID: 84"</p> <p>Side Height: 45"</p> <p>Front & Rear Height: 53" & 45" respectively</p> <p>Floor: 1/4" AR450 steel</p> <p>Sides: 3/16" high tensile steel, smooth sides w/ "V" crimp</p> <p>Front: 3/16" high tensile steel</p> <p>Tailgate: 3/16" high tensile steel, sbr panel, water tight w/ (4) turnbuckles</p> <p>Longsides: 3/16" x 11" formed trapezoidal 100k steel</p> <p>Crossmembers: None</p> <p>Cab Protector: 3/16" x 1/2 x 84", integral</p> <p>Holst: Mailhol M110-4.5-3 front trunnion S/A telescopic</p> <p>Backup Alarm: Min. 97 db.</p> <p>Conspicuity Tape: Sides & rear</p> <p>Paint: Body non-metallic silver / grey to match cab, chassis gloss black</p> <p>Body Options:</p> <p>Integral Cab Protector: Yes</p> <p>Air Tailgate Release: Yes, push/pull valve</p> <p>Body Vibrator: No</p> <p>Coal Door: No</p> <p>Tool Holders: None</p> <p>Grip Strut Walkway: N/A</p> <p>Side Boards: N/A - No board pockets</p> <p>Ladder: Four step folding w/ two grab handles street side front & outside front</p> <p>Tarp System: Manual w/ ground level crank, 7' x 22' vinyl mesh, (1) extra retention bow for front securement w/ hold-down brackets, retention hooks at rear on rear corner posts accessible from ground level</p> <p>Tarp Roll: Each side</p> <p>Lighting:</p> <p>SIT/T & Marker: LED</p> <p>Cab Shield Strobes / Forward: Two, Whelen 5GABDFAR</p> <p>Cab Shield Strobes / Sides: None</p> <p>Cab Shield Strobes / Rear: None</p> <p>Corner Post Strobes / Sides: None</p> <p>Corner Post Strobes / Rear: Two, Whelen 5GABDFAR</p> <p>Grille Strobes: Two, Whelen W10NSMA</p> <p>Light Bar / Beacon: None</p> <p>Plow Lights: N/A</p> <p>Fog Lights: None</p>	\$29,975.00	\$29,975.00



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Cenweld Corp
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 Stow OH 44224
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 www.cenweld.com

QUOTE

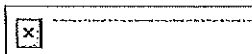
Quote ID: Q12188

Quote Date: 5/3/2021

Quote Valid Until: 6/3/2021

Page 2 of 2

Quantity	Description	Unit Price	Amount
	Spreader Lights: N/A Hydraulic System: Make: Certified Power Functions: Dump Power Supply: Chelsea 280 PTO Reservoir: 20 gal. black steel, street side w/ filter, temp/sight gauge Body Control: Cable/lever Rear Hitch / Weldment: Pintle Plate: 1" steel w/ gussets Pintle: 25 ton swivel mount D-Rings: 1" angled forged Breakaway Eyelid: No Trailer Connector: 7-way flat pin & OEM 7-way round pin w/ ABS Trailer Air (if equipped): Swing-away glad hands Misc. Equipment: Brake Controller: Tekonsha 9030 Voyager Fenders: Fleet Engineers poly w/ powder coat steel mounts - no short mud flaps Mudflaps: Full length rubber w/ stainless steel hinged bracket Toolbox: 18" x 18" x 24" polished stainless steel, outside		
		Sub Total:	\$29,975.00
		Sales Tax:	\$0.00
		Grand Total:	\$29,975.00



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Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-
 FT @ 1200 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
 30,000# FLAT LEAF SPRING REAR SUSPENSION WITH
 HELPER AND RADIUS ROD
 DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE

18,000# TAPERLEAF FRONT SUSPENSION
 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 3850MM (152 INCH) WHEELBASE
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1825MM (72 INCH) REAR FRAME OVERHANG
 BODY COMPANY INSTALLED ADDITIONAL FRONT
 FRAME REINFORCEMENT FOR SNOW PLOW

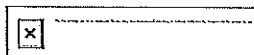
			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	110,696	\$	110,696
EXTENDED WARRANTY		\$	0	\$	0
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	110,696	\$	110,696
TAXES AND FEES					
TAXES AND FEES		\$	0	\$	0
OTHER CHARGES		\$	0	\$	0
TRADE-IN					
TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	110,696	\$	110,696

Chassis pricing based under Ohio Department of Transportation contract 118-21 cooperative pricing with selected or standard truck warranty. Pricing is valid for Ohio municipal purchases and eligibility coincides with contract terms and dates. It is the responsibility of the purchasing entity to request and determine eligibility of cooperative purchases. A purchase order to this proposal thereby agrees to the pricing, specifications, and terms the cooperative contract unless other arrangements are agreed upon. If an order, please consult with your body builder to assure all dimensions and necessary chassis components are included the specification. All specifications and pricing are subject to final engineering review. Invoicing will occur upon delivery of bare chassis to customer or location of customer's choice. Payment is due upon receipt of invoice. Titles will be transferred and delivered promptly upon receipt of payment.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ____ / ____ / ____.



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NORTH ROYALTON, OH 44133
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OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223

MIKE DEWINE, GOVERNOR - JACK MARCHBANKS, PH.D., DIRECTOR

January 8, 2021

Valley Freightliner Sterling and Western Star, Inc.
10901 Brook Park Rd.
Parma, OH 44130

Re: 118-21
Light Duty Chassis

Dear Vendor:

Your bid proposal as submitted has been accepted by the Ohio Department of Transportation.

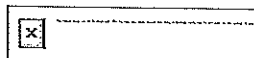
This Invitation permits multiple awarded vendors to provide Light Duty Chassis. The contract will be in effect from January 8, 2021 to January 31, 2022.

A purchase shall only take place upon the issuance of an official purchase order or the use of a payment card. There is no guarantee that purchase orders will be issued or that products will be ordered against issued purchase orders.

Thank you for bidding on our invitation. Todd VanKirk is available for any assistance necessary to ensure that a quality partnership exists between your company and our Department. If you have any questions, please call (614) 466-3209.

Respectfully,

Jack Marchbanks, Ph.D.
Director
Ohio Department of Transportation



ORDINANCE NO. 21-178

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BROWN AND CALDWELL FOR THE NORTH ROYALTON WASTEWATER TREATMENT PLANT B PUMP STATION CONVERSION AND SEWER CONVEYANCE DESIGN IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$3,792,647.00, CONTINGENT UPON BEING APPROVED FOR A LOAN FROM THE OHIO WATER DEVELOPMENT AUTHORITY, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton is authorized to and desires to retain Brown and Caldwell to complete the design and provide construction administration services for the Plant B Pump Station Conversion and Sewer Conveyance Design Improvements project; and
- WHEREAS: The city has applied to the Ohio Water Development Authority (OWDA) for a loan to finance the costs of this project; and
- WHEREAS: Council desires to authorize the Mayor to enter into an agreement with Brown and Caldwell, contingent upon being approved for the OWDA loan.

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

Section 1. Council hereby authorizes the Mayor to enter into an agreement with Brown and Caldwell for the North Royalton Wastewater Treatment Plant B Pump Station Conversion and Sewer Conveyance Design Improvements Project for an amount not to exceed \$3,792,647.00 as outlined in Exhibit A attached hereto, contingent upon being approved for the loan from the OWDA.

Section 2. The Mayor is hereby authorized to enter into a contract with Brown and Caldwell in a form approved by the Director of Law.

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 accept the bid of Brown and Caldwell for the North Royalton Wastewater Treatment Plant B Pump Station Conversion and Sewer Conveyance Design Improvements Project so that this work may commence, contingent upon being approved for the loan from the OWDA.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF NORTH ROYALTON
AND BROWN AND CALDWELL
FOR Plant B Pump Station Conversion and Sewer Conveyance Design

THIS AGREEMENT is made and entered into on this _____ day of _____, 20__ by and between the City of North Royalton, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to complete the design and provide construction administration services for the Plant B Pump Station Conversion and Sewer Conveyance Design Improvements project;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated November 10, 2021. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit A entitled " , " dated November 10, 2021 (the "Services"). Any tasks not specifically described in Exhibit A are Additional Services.

Review of Trenching Plans. Pursuant to Section 6705 of the California Labor Code, Client delegates its authority to review trenching plans submitted by contractor. Client agrees that for the purpose of performing these services, Consultant shall be an agent of Client, entitled to all rights of defense and indemnification provided by law and statute, including but not limited to, those rights contained in the California Government Code.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. Client will be deemed to have authorized the Additional Services if Consultant provides Client with notification that the Additional Services will be performed and Client does not object within five (5) working days after notification. Unless otherwise agreed in writing, Additional Services shall be performed in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of the Consultant by Client or any third party (except claims between Client and Consultant) will be reimbursed at Consultant's applicable rates for such litigation services.

D. Document Productions

In the event Brown and Caldwell is requested pursuant to subpoena or other legal process to produce its documents or any other information relating to Brown and Caldwell's services under this agreement in judicial or administrative proceedings to which Brown and Caldwell is not a party, Client shall reimburse Brown and Caldwell at standard billing rates for its time and expenses incurred in responding to such requests.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.

3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit A. The estimated time for completion is within ____ calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit A within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit A, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit B. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care—Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

C. Consultant's Opinion of Probable Costs (Cost Estimate)

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

D. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.
2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
3. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its

contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or in the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

X. CONSULTANT'S WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk, and Client shall hold harmless and indemnify Consultant against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such alteration or unauthorized use.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Client agrees to hold harmless, indemnify and defend Consultant from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

XI. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement.

XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.

B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

Except for termination of Consultant by Client for cause, Consultant shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination to account for Consultant's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

XVII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XVIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XIX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXI. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXIII. ATTORNEYS' FEES

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

XXIV. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Anthony Blanc
Senior Associate
Brown and Caldwell
6055 Rockside Woods Blvd., Suite 350
Independence, Ohio 44131

Mr. Mark Smith
Wastewater Superintendent
City of North Royalton
11675 Royalton Road
North Royalton, Ohio 44133

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXV AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Brown and Caldwell

City of North Royalton

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Federal Tax ID number: 94-1446346

EXHIBIT A
Project Description
City of North Royalton
Plant B Pump Station Conversion and Sewer Conveyance Design
November 9, 2021

GENERAL DESCRIPTION FOR SCOPE OF WORK:

The Plant B Pump Station Conversion and Sewer Conveyance Design consists of work performed in multiple stages. The components of Stage 1 and Stage 2 are described below.

- Stage 1 design work includes (a) wet weather evaluation and basis of design report (b) design of a pump station to divert flow from Wastewater Treatment Plant (WWTP) B to WWTP A, (c) design of forcemain and gravity sanitary sewers d) design of two equalization (EQ) tanks at Plant A. e) miscellaneous improvements at Plant A required to facilitate and sustain Plant A once Plant B flows are rerouted. The Stage 1 work is itemized into detailed phases from pre-design through construction.
- Stage 2 work has not been fully defined and is dependent on the Stage 1 outcomes. Therefore, a budget allowance has been included for Stage 2 work. Potential items that may be included in the Stage 2 work include (a) wet weather operational strategy development assistance, (b) NPDES Permit Modification application, (c) rehabilitation and demolition of existing Plant B selected structures and equipment under the City's guidance and (d) conversion of available tanks at Plant B to equalization tanks. Prior to utilizing the budgetary allowance, BC and the City will agree to specific work items and expected deliverables.
- A general design budget allowance has been included in the contract and will be used only upon written approval by the City and for specific work items identified.

Stage 1 design will result in two construction contracts: Stage 1 Project A – Plant A and B Improvements (including Pump Station, EQ basins and miscellaneous improvements); and Stage 1 Project B – Forcemain and Gravity sewer. Stage 2 is assumed to result in separate construction contract(s).

STAGE 1 WORK DESCRIPTION

Field Investigations

1. Topographic and boundary survey to collect surface data and buried utilities as reported by OUPS field markings across the entire work area at the two WWTPs and project corridor. Constructed features at Plants A and B will be surveyed. Industry standard survey methods including aerial, GPS and total station will be used to collect the surface data.
2. Geotechnical Investigation for development of a geotechnical report to define:
 - a. Structural design considerations and anticipated ground conditions for Plant B Pump Station
 - b. Structural design considerations and anticipated ground conditions for Plant A Equalization Tanks

- c. Structural design consideration and anticipated ground conditions for forcemain and gravity sewers.
3. Up to 15 borings at an average depth of 20-ft and 8 pavement cores are anticipated.
4. Hazardous Materials Investigation field testing for the presence of hazardous materials in the areas of work, limited to lead-based paint and asbestos testing of buildings/structures where modifications are proposed. It is currently assumed soils/groundwater testing is not required for the presence of hazardous materials.
5. Environmental Investigation to satisfy WPCLF funding requirements including the presence of wetlands/streams that may require 401/404 permitting in addition to a limited Phase I Environmental Site Assessment screening and limited historic structure screening. Assistance with Army Corps of Engineering permitting is not assumed to be required and therefore, not included in the Stage 1 Design.
6. BC will assess the condition of the existing interceptor using NASSCO PACP from the proposed new sewer tie-in to Plant A. The inspection will evaluate approximately 4,111 LF of existing sewers in the Project Area. BC will coordinate with City staff on access needs and to define known issues with existing facilities in the project area prior to any Condition Assessment work. Any seized manhole covers are assumed to be opened by the City. Approximate inspection extents are shown in Figure 1 below.

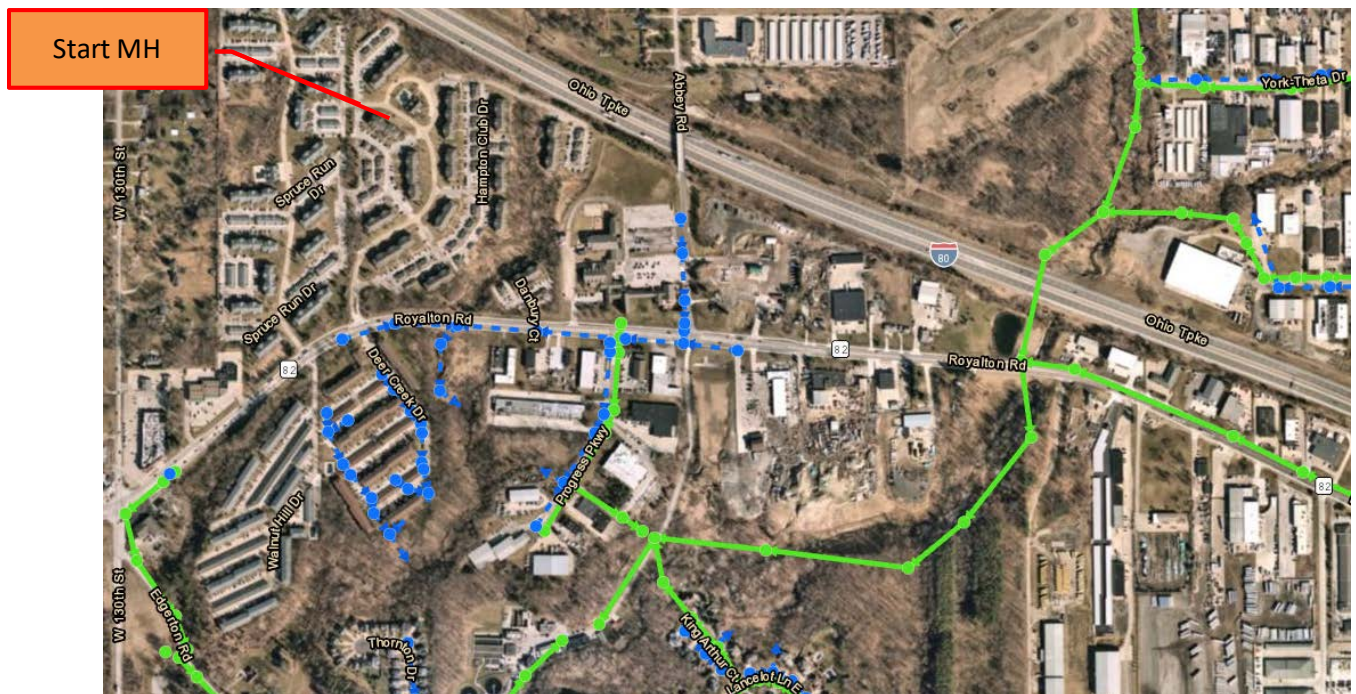


Figure 1. CCTV Inspection extents.

Inspection quantities are defined in Table 1 below (note pipe IDs are taken from NEORSD GIS). Duration of pipe inspections are assumed to be 3 days. BC's subcontractor will provide light cleaning to facilitate the inspection.

Table 1. CCTV Inspection Quantities.

Pipe ID	Size (in.)	Approx. Length (ft.)
SA38ACHB0-SA38ACHA0	30	529
SA38ACHC0-SA38ACHB0	30	579
SA38ACHD0-SA38ACHC0	30	744
SA38ACHG0-SA38ACHF0	30	394
SA38ACHF0-SA38ACHE0	30	559
SA38ACHE0-SA38ACHD0	30	372
SA38ACHI0-SA38ACHH0	15	373
SA38ACHH0-SA38ACHG0	21	561

7. Conduct flow metering in the interceptor using area-velocity flow meters. (upto two meters for up to four months) to confirm capacity and ability to manage additional anticipated flows from the forcemain and gravity sewers. A limited hydraulic and hydrologic model will be developed to confirm the results of the flow metering and to document system capacity.

Basis of Design Report

1. The Basis of Design Reports (BODRs) will incorporate technical memoranda, studies, and field investigation work to clarify design scope elements of the detailed design. Separate BODRs will be developed for Project A and Project B.
2. Wet Weather Study
 - a. Perform a wet weather study to evaluate operations and capacity of both Plants to facilitate the design of a new pump station and storage requirements through flow equalization as needed for each facility.
 - b. The study will also investigate grit removal and other operational challenges identified by operating staff during the project kickoff.
 - c. Recommendations from the study will be incorporated into the BODRs to establish design parameters for both stages of the design work.
3. Technical Memoranda
 - a. Gravity Sewers & Forcemain TM: Identify approximate routing and tie in. Confirm capacity, hydraulics and surge analysis findings.
 - b. Plant B Pump Station TM: Evaluate and recommend pump station configuration. Confirm building layout, need for screening, pump type, drive type, number, sizing and control information.
 - c. Plant B Future Modifications TM: Identify future modifications needed for rehabilitation of existing tanks into equalization tanks and other improvements that may be needed for future, single-Plant operation, document City's plan for beneficial reuse of existing facilities and identify Stage 2 design items.
 - d. SCADA TM: Identify communication/SCADA duct bank at plant A, SCADA improvements associated with Plant B pump station.
4. Develop the pump station building mechanical requirements for heating and ventilation.
5. Develop the pump station building electrical requirements.
6. Conduct workshop with the City to review key findings and decisions from BODR phase.

Project A - Plant B Pump Station Design:

1. The proposed pump station facility (assume 2.5 MGD, 3 to 4 pumps with variable frequency drives) is anticipated to be located on the WWTP B property and composed of a trench-style wet well and dry pit. The building is anticipated to be a single-story masonry structure with brick veneer wall construction to be roughly 500 to 600 sf max. The pump station configuration will be confirmed by the City during the development of the Plant B Pump Station TM.
2. Determine the pump design criteria and sewer capacity.
3. Perform a surge analysis for the pump station/forcemain during the BODR phase and confirm at each design milestone.
4. Develop the facility requirements to size the building square footage.
5. Backup power generation will be from the existing permanent on-site generator. The design will include power transmission and switches to facilitate the use of the existing generator. Additionally, the pump station will be designed with a receptacle and manual switch to plug in a portable generator with receptacle to match the existing fleet. BC will provide electrical load information to the City for comparison to the existing fleet.
6. The new pump station building will not require a restroom or office spaces.
7. BC will develop and review alternative building layouts with the City. Assume 3 building layouts max.
8. Provide engineering design drawing and specification milestone submittals for architectural, building mechanical, civil, process mechanical, electrical, instrumentation and controls and structural.
9. Conduct quality control reviews at each milestone submittal.
10. Conduct design review workshops with the City at each milestone submittal.
11. Provide an Engineer's Opinion of Probable Construction Cost commensurate with the level of design detailed at each milestone submittal.

Project A - Plant A Improvements:

1. Design improvements for two (2) additional Equalization Tanks. The tanks will each be sized to match storage volume and general configuration of the existing EQ tank unless site constraints limit the feasible size of the proposed tanks. The proposed tanks will be located North and adjacent to the existing tank gallery.
 - a. Drainage and transfer of new EQ tanks will be accomplished similar to the existing EQ tank. No new yard piping or new pumps are anticipated to be required.
 - b. Grading will provide for stormwater runoff around the new EQ tanks to the existing storm sewer system.
 - c. No retaining structure is assumed to be required to accommodate regrading of the slope.
 - d. Modifications, if needed, to the tanks for wet weather operational optimization will be designed under the Stage 2 Design Allowance.
2. Design for the removal and salvage of the existing Plant A screw pumps. Design for replacement of existing submersible pump discharge piping in kind. A new redundant

pump is assumed to be NOT required due to the existing pumps available at the influent pump station.

3. Design for an interior roof over the electrical room in the Filter Building to replace the temporary roofing material (anticipate design for a waterproof membrane on top of existing roof and sealing of penetrations). No HVAC or electrical relocation is required for the roof replacement.
4. Design for the replacement of a communication duct bank for the SCADA system routing between the Administration building, garage, Filter Building and the Operations Building. Replacement will include all new conduit, wire, cabling, fiber and duct bank to keep existing online until new is installed.
5. Design for removal of the existing Ashbrook Filter press (for salvage) in the Sludge Thickening Building and removal of all equipment, piping, electrical, odor control unit and controls associated with that building.
6. Design for a fire suppression system in the existing garage west of the Administration Building.
7. Design for an enclosure to the existing MCCs in the Sludge Dewatering Building and associated HVAC for that enclosed area. No changes are anticipated for the existing HVAC system.
8. Design for installation of the piping and water cannons for the existing aeration tanks, the existing equalization tank the two new equalization tanks. (3 total tanks with 6 total cannons are assumed). Evaluate the need for a booster pump.
9. Design replacement of the existing HVAC unit on the Control Building with a rooftop unit.
10. Design for replacement of the SCADA communication fiber optic through the plant. General arrangement to follow existing, existing system to stay in place until switchover. Plan for Wiring Unlimited to complete the work as an allowance to the construction contract.
11. Design of additional improvements include a roof membrane on the Filter Building MCC room interior roof and access ladder to the Sludge Dewatering Building.
12. Provide engineering design drawing and specification milestone submittals for architectural, building mechanical, civil, process mechanical, electrical, instrumentation and controls and structural.
13. Conduct quality control reviews at each milestone submittal.
14. Conduct design review workshops with the City at each milestone submittal.
15. Provide an Engineer's Opinion of Probable Construction Cost commensurate with the level of design detailed at each milestone submittal.

Project B - Forcemain and Sewer Design:

1. The proposed forcemain (12" per previous report) originates at the proposed Plant B pump station and extends west along West Sprague Rd, then south along Abbey Rd terminating near Harbour Light Drive to the beginning of the gravity sewer.
2. The gravity sewer originates at the force main termination on Abbey Road and continues south along Abbey Road to the I-80 / First Energy Easement Corridor then extends east to tie into the existing trunk sewer that flows to WWTP A under I-80.

3. Existing gravity sewer service along Abbey Rd may be redirected to the new gravity sewer. The City will provide CCTV records to verify connection locations on existing sewers if redirecting the existing gravity sewer service is required.
4. Evaluate if a new gravity sewer extension for a potential future development site between W 130th Street and Abbey Road, North of I-80 is feasible. Determine required proposed manhole elevation at Abbey Rd, just North of I-80 and leave pipe stub for potential future connection, if future development is determined to be feasible.
5. Evaluate and make a recommendation on size of gravity sewer and forcemain. Evaluate pipe material selections and develop horizontal alignment alternatives within the street rights-of-way.
6. Develop potential construction methods for the forcemain and gravity sewer including potential for trenchless technologies to optimize the design.
7. Identify utility conflicts or other issues such as bridge or culvert crossing impacting the alignments.
8. Consider Maintenance of Traffic (MOT) and other impacts on the construction.
9. Determine hydraulic design of the forcemain, gravity sewers and pump station. Utilizing the existing trunk sewer under I-80 is planned in routing the sewer to Plant A. The flow monitoring conducted during the field investigations will be used in conjunction with hydraulic model projections to confirm available capacity downstream of the new tie-in. No design services have been provided for jack and bore under I-80 for a new line to Plant A.
10. Provide engineering design drawing and specification milestone submittals for architectural, building mechanical, civil, process mechanical, electrical, instrumentation and controls and structural.
11. Conduct quality control reviews at each milestone submittal.
12. Conduct design review workshops with the City at each milestone submittal.
13. Provide an Engineer's Opinion of Probable Construction Cost commensurate with the level of design detailed at each milestone submittal.

STAGE 2 DESIGN ALLOWANCE

Stage 2 of the project involves the necessary work to finalize decommissioning of Plant B. This may include operational assistance with the new pump station and equalization, NPDES permit modification, rehabilitation and decommissioning of Plant B, and additional Plant A improvements

Wet Weather Operational Strategy Development Assistance

1. Assist the City establish the wet weather operational strategy to optimize the treatment efficiency and storage utilization.

NPDES Permit Modification Application

1. Assist the City apply for NPDES Permit Modification to remove the existing discharge permit for Plant B.

Rehabilitation and Decommissioning of Plant B:

1. Design may include the following improvements:
 - a. Demolition of selected structures, if any, under the City's guidance
 - b. Limited rehabilitation of selected structures under the City's guidance.
 - c. Site restoration.
 - d. Evaluate and design for building wall structural/arch repair, tuckpointing of structures to remain.
2. Design for conversion of selected tanks to equalization basins.
3. Design for removal and salvage of the existing screw pumps.
4. Removal of fine screen and relocation to Plant A at the Headworks to replace the existing bar screen at Plant A.

Assumptions:

1. City will provide all the necessary plant operating data.
2. City will provide as-built drawings of the collection system, Plant A and Plant B to facilitate the design.
3. City will provide their current front-end documents for the project specifications, including all bid documents required for bidding. It is our understanding that the City utilizes EJCDC C-700 Standard General Conditions of the Construction Contract. Any fees or licenses associated with the use of this document are paid and managed by the City of North Royalton and BC will not be responsible or required to pay any fees associated with the use of this document. Any forms or documents which require changes to make them specific to this process will be provided in their original format (word, excel, etc.) so that they can be modified without the need to recreate the document.
4. City will pay for all permit fees to the appropriate agencies. BC will breakout process costs for determination of Notice of Intent (NOI) and Permit to Install (PTI) fees. 401/404 permitting will not be required for wetlands or stream crossings. BC will assist with PTI and NOI preparation.
5. City will negotiate and obtain all required easements for land use.
6. Existing utility transformer and/or service at Plant A and Plant B have sufficient capacity to carry all new loads associated with the new equipment as described in this scope of work and will not be replaced or increase. No coordination with utility provider is anticipated.
7. Typical electrical schematic diagrams will be provided. They will include the control logic to function as required but will not include detailed diagrams with terminal numbers, wire numbers, nameplate schedules, etc.
8. Electrical Arc Flash and Coordination Studies/Recommendations are not included in this Scope of Work but can be added under the general allowance if deemed beneficial to the project.
9. SCADA and/or control system programming and integration (commissioning and testing), phone and communication services are not included in this scope of work and are to be completed by Wiring Unlimited.
10. BC will use commercially available design and modeling software including AutoCAD for drafting and PCSWMM for gravity sewer hydraulic modeling.

Work Breakdown Structure for Stage 1

Phase 100 - Preliminary Design

- Task 100: Project Management
 - Subtask 101: Project Coordination
 - Subtask 102: Meetings
 - Subtask 103: Site Visits
- Task 110: Field Investigations
 - Subtask 111: Survey
 - Subtask 112: Geotechnical Investigation
 - Subtask 113: Hazardous Materials Report
 - Subtask 114: Environmental Investigations
 - Subtask 115: Gravity Sewer Inspection
 - Subtask 116: Flow monitoring
- Task 120: Technical Memoranda
 - Subtask 121: Wet Weather Operation Plan TM
 - Subtask 122: Gravity Sewers & Forcemain TM
 - Subtask 123: Plant B Pump Station TM
 - Subtask 124: Plant B Future Modifications TM
 - Subtask 125: SCADA TM
- Task 130: Basis of Design Report
- Task 140: Preliminary Design Workshop
- Task 150: Preliminary Permitting

Phase 200 – Detailed Design

- Task 200: Project Management
 - Subtask 201: Project Coordination
 - Subtask 202: Meetings
 - Subtask 203: Site Visits
- Task 210: 50% Plant A and B Improvements Design
- Task 220: 50% Gravity Sewer & Forcemain Design
- Task 230: 100% Plant A and B Improvements Design
- Task 240: 100% Gravity Sewer & Forcemain Design
- Task 250: Design Workshops
- Task 260: Permitting
 - Subtask 261: Permit-to-Install (PTI) Permit Application
 - Subtask 262: Notice of Intent (NOI) General Stormwater Permit
 - Subtask 263: WPCLF Funding Support

Phase 300 - Bidding

- Task 310: Bid Document Assembly
- Task 320: Pre-Bid Meeting and Addenda
- Task 330: Bid Analysis and Recommendation

Phase 400 – Construction Administration

- Task 410: Submittals
- Task 420: Contractor Questions / RFIs

- Task 430: Change Orders
Task 440: RE Services
Task 450: Start-up Services
Task 460: O&M's and Record Drawings
Task 470: Meetings

STAGE 1 SCOPE OF WORK

The following scope of work summarizes the objectives, activities and deliverables associated with each task to be performed by the project team

Phase 100- Preliminary Design

Task 100 - Project Management

The project management task for preliminary design includes the following items:

- Project coordination between field crews, design team and stakeholders
- Monthly progress meetings
- Site visits for field verification and coordination of design elements
- Development of a project management plan and health and safety plan
- Design schedule
- Invoicing and monthly progress reviews

Task 110 – Field Investigations

Field investigations include the following items:

- Topographic and Boundary Survey
- Geotechnical Investigation and Report
- Hazardous Materials Testing and Report
- Environmental Investigations
- Gravity Sewer Inspection and Cleaning

Task 120 – Technical Memoranda

Tech Memos as identified in the scope above will be prepared outlining existing conditions and basis for proposed improvements for design of replacement or new construction. List of anticipated TMs:

1. Wet Weather Operations Plan
2. Gravity Sewer and Forcemain Routing
3. Plant B Pump Station Design Alternatives (includes Surge Analysis)
4. Plant B Future Modifications
5. SCADA

Task 130 – Basis of Design Report

A BODR will be developed for Plant A and B improvements and a separate report for the linear work. The BODR will incorporate technical memoranda and documents the following items:

- Applicable Code and design criteria by discipline
- Site/Civil Requirements

- Structural Requirements
- Geotechnical Report
- Architectural, HVAC and Plumbing
- Electrical, Instrumentation and Control
- Permitting Requirements

Task 140 – Preliminary Design Workshop

Conduct a preliminary design workshop to discuss technical memoranda recommendations and preliminary design features for plant operations preferences and requirements.

Task 150 – Preliminary Permitting

Review and establish permitting needs for the project and funding sources.

Phase 200 – Detailed Design

Task 200 - Project Management

The project management task for preliminary design includes the following items:

- Project coordination between design team and stakeholders
- Monthly progress meetings
- Site visits for field verification and coordination of design elements
- Design schedule
- Invoicing and monthly progress reviews

Task 210 – 50% Plant A and B Improvements Design

- Complete 50% Drawings for City review.
- Complete list of anticipated specifications and develop preliminary specifications for all major equipment.
- Prepare a Class 3 Construction Cost Estimate in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97.

Task 220 –50% Gravity Sewer & Forcemain Design

- Complete 50% Drawings for City review.
- Prepare a Class 3 Construction Cost Estimate in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97.

Task 230 – 100% Plant A and B Improvements Design

- Complete 100% Drawings for City review.
- Prepare a Class 1 Construction Cost Estimate in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97.
- Assist City of North Royalton with grant funding applications.
- Assist City of North Royalton with Notice of Commencement for Advertising.

- Complete all specifications.
- Complete NOI and PTI for submittal to OEPA.

Task 240 – 100% Gravity Sewer & Forcemain Design

- Complete 100% Drawings for City review.
- Prepare a Class 1 Construction Cost Estimate in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97.
- Complete all specifications.
- Complete NOI and PTI for submittal to OEPA.

Task 250 –Design Workshops

Prepare for and participate in Constructability Review workshop to evaluate construction procedures and preliminary sequencing of work.

Task 260 – Permitting

Review and establish permitting needs for the project and funding sources.

- Permit-to-Install (PTI) Permit Application
- Notice of Intent (NOI) General Stormwater Permit
- WPCLF Funding Support

Phase 300 - Bidding

Task 310 - Bid Documents

Compile plans and specification for printing and delivery to interested parties (up to 25 copies, 11"x17" drawings for each contract). Prepare legal notice and participate in pre-bid meeting for each contract.

Task 320 - Addendums

Take contractors questions, develop responses to questions and assemble addendums to answer questions. Assume three (3) addenda for Contract A and two (2) addenda for Contract B. Assume a 30-day bid period.

Task 330 - Bid Analysis

Evaluate three lowest bids received for each contract for conformance with bid documents. Check references and make a recommendation of award to the City.

Phase 400 – Construction Administration

Task 410 - Submittals

Maintain project files of approved submittals for each contract.

Review detailed construction shop drawings and other information submitted by the Contractors for compliance with the design concept and the requirements of the Contract Documents. Such data shall be recommended for approval, returned for revision, rejected,

or noted as information only. Assume up to 100 shop drawings (70 for plant improvement contract and 30 for pipeline project), a total of ten (10) re-submittals have been assumed.

Task 420 - Contractor questions / RFIs

Prepare responses to Requests for Information (RFIs). Assume up to 20 RFIs for each contract.

Consider and evaluate the Contractors' suggestions for modifications to the respective contract documents and report recommendations to the Construction Supervisor. Assume up to 5 suggestions for modifications for each contract.

Task 430 - Change Orders

Assist in the preparation of and administration of work authorizations and claims. Assume up to five (5) work authorizations and one (1) claim for each contract.

Task 440 - RE Services

Provide for one (1) year Resident Engineering services, 50% full time equivalent for each contract for a total of 2,080 hours.

Task 450 - Start-up Services

Oversee the Contractor's startup for the pump station and forcemain/gravity sewer, up to one week for each contract.

Task 460 - O&M's and Record Drawings

Review Contractor's as-built red line drawings for accuracy and completeness. Compile record drawings from reviewed contractor as-built red line drawings.

Review Contractors'/Vendors' O&M training outlines and materials and recommend changes as needed.

Task 470 – Meetings

Participate in a Pre-Construction Meeting.

Participate in up to twelve (12) onsite meetings for each contract (24 total) with the Contractor as part of the RE Services.

Deliverables:

1. Basis of Design Report (BODR)
2. Drawings (see Attached Table)
3. Specifications
4. NOI and PTI Permit Application

Drawing List

The tentative drawing list for the Stage 1 work described above is presented below.

NORTH ROYALTON PLANT B PUMP STATION AND PLANT A MODIFICATIONS

DRAWING TITLE	Drawing No.	Sheet Count
GENERAL		
COVER SHEET	G-01	1
LIST OF DRAWINGS	G-02	2
NOTES AND SYMBOLS	G-03	3
EQUIPMENT TAG AND ABBREVIATIONS	G-04	4
HYDRAULIC PROFILES	G-05	5
PROCESS FLOW DIAGRAM	G-06	6
OVERALL SITE PLAN AND CONSTRUCTION PHASING	G-07	7
HAZARDOUS MATERIAL NOTES	G-08	8
CIVIL		
NOTES, ABBREVIATIONS AND LEGENDS	C-01	9
EXISTING SITE SURVEY PLANT A	C-02	10
EXISTING SITE SURVEY PLANT B	C-03	11
DEMOLITION	C-04	12
PLANT A GRADING PLAN	C-05	13
PLANT B GRADING PLAN	C-06	14
PLANT A STORMWATER PLAN	C-07	15
PLANT B STORMWATER PLAN	C-08	16
PLANT A PAVING PLAN	C-09	17
PLANT B PAVING PLAN	C-10	18
PLANT A YARD PIPING PLAN	C-11	19
PLANT B YARD PIPING PLAN	C-12	20
MISCELLANEOUS DETAILS	C-13	21
MISCELLANEOUS DETAILS	C-14	22
DETAILS AND STORMWATER PREVENTION	C-15	23
SEDIMENT AND EROSION CONTROL DETAILS	C-16	24
SEDIMENT AND EROSION CONTROL DETAILS	C-17	25
SEDIMENT AND EROSION CONTROL DETAILS	C-18	26
DEMOLITION		
NOTES, SYMBOLS AND LEGENDS	D-01	27
SLUDGE THICKENING BUILDING FILTER PRESS DEMOLITION	D-02	28
SLUDGE THICKENING BUILDING FILTER PRESS BUILDING DEMOLITION	D-03	29
SCREW PUMP DEMOLITION	D-04	30
SCREW PUMP DEMOLITION	D-05	31
PLANT B SCREEN REMOVAL	D-06	32
PLANT B SCREEN REMOVAL	D-07	33
MISC. PHOTOS	D-08	34
MISC. PHOTOS	D-09	35
ARCHITECTURAL		
ABBREVIATIONS, SYMBOLS, LEGENDS AND GENERAL NOTES	A-01	36
GENERAL CODE CRITERIA, BUILDING CODE CHART, ENERGY EFFICIENCY TABLE	A-02	37
CODE COMPLIANCE PLANS	A-03	38
PLANT B PUMP STATION FLOOR PLAN	A-04	39
PLANT B PUMP STATION ROOF PLAN	A-05	40
PLANT B PUMP STATION ELEVATIONS	A-06	41
PLANT B PUMP STATION BUILDING SECTIONS AND WALL SECTIONS	A-07	42
SLUDGE DEWATERING BUILDING MCC FLOOR AND ROOF PLANS	A-08	43
SLUDGE DEWATERING BUILDING MCC ELEVATIONS	A-09	44
SLUDGE DEWATERING BUILDING WALL SECTIONS	A-10	45
CONTROL BUILDING ROOF PLAN AND DETAILS	A-11	46
GARAGE BUILDING PARTIAL FLOOR PLAN	A-12	47
SLUDGE DEWATERING BUILDING PARTIAL FLOOR PLAN	A-13	48
DOOR, WINDOW, LOUVER AND ROOM FINISH SCHEDULE	A-14	49
DOOR, WINDOW AND LOUVER DETAILS	A-15	50
TYPICAL DETAILS	A-16	51
MISCELLANEOUS DETAILS	A-17	52
STRUCTURAL		
GENERAL NOTES 1 OF 3	S-01	53
GENERAL NOTES 2 OF 3	S-02	54

NORTH ROYALTON PLANT B PUMP STATION AND PLANT A MODIFICATIONS

DRAWING TITLE	Drawing No.	Sheet Count
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STANDARD DETAILS I	S-04	56
STANDARD DETAILS II	S-05	57
STANDARD DETAILS III	S-06	58
PLANT B PUMP STATION - ROOF PLAN	S-07	59
PLANT B PUMP STATION - FLOOR SLAB PLAN	S-08	60
PLANT B PUMP STATION SECTIONS	S-09	61
PLANT B PUMP STATION DETAILS	S-10	62
PLANT B WET WELL LOWER PLAN	S-11	63
PLANT B WET WELL SECTIONS	S-12	64
PLANT B WET WELL DETAILS	S-13	65
PLANT A EQUALIZATION PLANS	S-14	66
PLANT A EQUALIZATION FOUNDATION	S-15	67
PLANT A EQUALIZATION SECTION CUTS	S-16	68
PLANT A EQUALIZATION SECTION CUTS	S-17	69
PLANT A EQUALIZATION DETAILS	S-18	70
PLANT A EQUALIZATION DETAILS	S-19	71
PLANT A EQUALIZATION FOUNDATION PLAN	S-20	72
CONTROL BUILDING ROOF PLAN AND DETAILS	S-21	73
MISCELLANEOUS METALS	S-22	74
MISC SECTIONS AND DETAILS	S-23	75
SLUDGE DEWATERING BUILDING - Electrical Equipment Enclosure - ROOF Framing Plan	S-24	76
FRAMING DETAILS	S-25	77
PLANT A MISC STRUCTURES - FILTER BUILDING MCC ENCLOSURE	S-26	78
MECHANICAL		
NOTES AND SYMBOLS	M-01	79
STANDARD DETAILS I	M-02	80
STANDARD DETAILS II	M-03	81
STANDARD DETAILS III	M-04	82
STANDARD DETAILS IV	M-05	83
PLANT B PS WETWELL PLAN	M-06	84
PLANT B PS WETWELL SECTION AND DETAILS	M-07	85
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PLANT A WATER CANON LAYOUT	M-11	89
PLANT A WATER CANON DETAILS	M-12	90
MISC DETAILS	M-13	91
MISC DETAILS	M-14	92
PLANT A EQUALIZATION BASIN MECHANICAL PLAN	M-15	93
HVAC		
LEGENDS AND ABBREVIATIONS	H-01	93
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PLANT A CONTROL BUILDING HVAC PLAN	H-03	95
PLANT A CONTROL BUILDING SCHEDULES AND DETAILS	H-04	96
PLANT A CONTROL BUILDING CONTROLS AND SEQUENCES	H-05	97
PLANT A SLUDGE DEWATERING BUILDING HVAC PLAN	H-06	98
PLANT A SLUDGE DEWATERING BUILDING HVAC SECTIONS	H-07	99
PLANT A SLUDGE DEWATERING BUILDING MECHANICAL SCHEDULES	H-08	100
PLANT A SLUDGE DEWATERING BUILDING MECHANICAL DETAILS and AIRFLOW SCHEMATICS	H-09	101
PLANT A SLUDGE DEWATERING BUILDING CONTROLS AND SEQUENCES	H-10	102
PLANT B PUMP STATION LOWER LEVEL HVAC PLAN	H-11	103
PLANT B PUMP STATION UPPER LEVEL HVAC PLAN	H-12	104
PLANT B PUMP STATION ROOF HVAC PLAN	H-13	105
PLANT B PUMP STATION HVAC SECTIONS	H-14	106
PLANT B PUMP STATION MECHANICAL SCHEDULES	H-15	107
PLANT B PUMP STATION MECHANICAL DETAILS	H-16	108
PLANT B PUMP STATION AIRFLOW SCHEMATICS	H-17	109
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NORTH ROYALTON PLANT B PUMP STATION AND PLANT A MODIFICATIONS

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PLANT B PUMP STATION ABOVE FLOOR PLUMBING	P-03	113
PLANT B PUMP STATION ENLARGED PLUMBING PLANS	P-04	114
PLANT B PUMP STATION SECTIONS	P-05	115
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PLANT B PUMP STATION PLUMBING DETAILS	P-07	117
PLANT B PUMP STATION PLUMBING ISOMETRICS	P-08	118
FIRE PROTECTION		
LEGENDS AND ABBREVIATIONS	F-01	119
PLANT A GARAGE FIRE SUPPRESSION PLAN	F-02	120
PLANT A GARAGE FIRE SUPPRESSION SCHEDULES AND DETAILS	F-03	121
ELECTRICAL		
SYMBOLS - I	E-01	122
SYMBOLS - II	E-02	123
ABBREVIATIONS & NOTES	E-03	124
STANDARD DETAILS - I	E-04	125
STANDARD DETAILS - II	E-05	126
STANDARD DETAILS - III	E-06	127
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DUCT BANK SECTIONS	E-08	129
PLANT B PUMP STATION ONE LINE DIAGRAM (EXISTING & NEW)	E-09	130
PLANT B PUMP STATION MCC ELEVATION	E-10	131
PLANT A SLUDGE DEWATERING BUILDING MCC ONE LINE DIAGRAM MODIFICATIONS	E-11	132
PLANT A SLUDGE DEWATERING BUILDING MCC ELEVATION MODIFICATIONS	E-12	133
CONTROL BUILDING MCC ONE LINE DIAGRAM MODIFICATIONS	E-13	134
CONTROL BUILDING MCC ELEVATION MODIFICATIONS	E-14	135
PLANT A WATER CANNON MCC ONE LINE DIAGRAM	E-15	136
PLANT A WATER CANNON MCC ELEVATION	E-16	137
SCHEMATIC DIAGRAMS - I	E-17	138
SCHEMATIC DIAGRAMS - II	E-18	139
SCHEMATIC DIAGRAMS - III	E-19	140
SCHEMATIC DIAGRAMS - IIII	E-20	141
SCHEDULES	E-21	142
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CONDUIT SCHEDULE - I	E-23	144
CONDUIT SCHEDULE - II	E-24	145
PLANT B PUMP STATION - RECEPTACLE AND LIGHTING PLAN	E-25	146
PLANT B PUMP STATION - POWER AND CONTROL PLAN	E-26	147
PLANT B PUMP STATION - GROUNDING PLAN	E-27	148
PLANT B PUMP STATION ROOF - RECEPTACLE AND LIGHTING PLAN	E-28	149
PLANT B PUMP STATION ROOF - POWER AND CONTROL PLAN	E-29	150
PLANT A SLUDGE DEWATERING BUILDING MCC ENCLOSURE - RECEPTACLE AND LIGHTING PLAN	E-30	151
PLANT A SLUDGE DEWATERING BUILDING MCC ENCLOSURE - POWER AND CONTROL PLAN	E-31	152
CONTROL BUILDING POWER AND CONTROL PLAN	E-32	153
CONTROL BUILDING ROOF RECEPTACLE AND LIGHTING PLAN	E-33	154
CONTROL BUILDING ROOF POWER AND CONTROL PLAN	E-34	155
INSTRUMENTATION		
SYMBOLS AND IDENTIFICATION SYSTEMS 1	I-01	139
SYMBOLS AND IDENTIFICATION SYSTEMS 2	I-02	140
PROCESS EQUIPMENT, VALVES AND PIPELINE SYMBOLS	I-03	141
PROCESS SYMBOLS AND CONVENTIONS	I-04	142
INSTALLATION DETAILS 1	I-05	143
INSTALLATION DETAILS 2	I-06	144
PLANT A CONTROL NETWORK ARCHITECTURE MODIFICATIONS	I-07	145

NORTH ROYALTON PLANT B PUMP STATION AND PLANT A MODIFICATIONS

DRAWING TITLE	Drawing No.	Sheet Count
PLANT B CONTROL NETWORK ARCHITECHTURE MODIFCIATIONS	I-08	146
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PLANT A EQUALIZATION TANKS P&ID	I-11	149
PLANT B PUMP STATION PLC PANEL	I-12	150
PLANT A EXISTING CONTROL PANEL MODIFICATIONS	I-13	151

NORTH ROYALTON FORCEMAIN & GRAVITY SEWER IMPROVEMENTS

DRAWING TITLE	Drawing No.	Sheet Count
GENERAL		
COVER SHEET	G-01	1
LIST OF DRAWINGS 1	G-02	2
NOTES AND SYMBOLS	G-03	3
NOTES AND SYMBOLS	G-04	4
OVERALL SITE PLAN AND CONSTRUCTION PHASING	G-05	5
CIVIL		
Forcemain Schematic	C-01	6
Gravity Sewer Schematics	C-02	7
Forcemain Plan & Profile - 1	C-04	8
Forcemain Plan & Profile - 2	C-05	9
Forcemain Plan & Profile - 3	C-06	10
Forcemain Plan & Profile - 4	C-07	11
Forcemain Plan & Profile - 5	C-08	12
Forcemain Plan & Profile - 6	C-09	13
Forcemain Plan & Profile - 7	C-10	14
Forcemain Plan & Profile - 8	C-11	15
Forcemain Plan & Profile - 9	C-12	16
Forcemain Plan & Profile - 10	C-13	17
Forcemain Plan & Profile - 11	C-14	18
Forcemain Plan & Profile - 12	C-15	19
Forcemain Plan & Profile - 13	C-16	20
Sewer Plan & Profiles - 1	C-17	21
Sewer Plan & Profiles - 2	C-18	22
Sewer Plan & Profiles - 3	C-19	23
Sewer Plan & Profiles - 4	C-20	24
Sewer Plan & Profiles - 5	C-21	25
Sewer Plan & Profiles - 6	C-22	26
Sewer Plan & Profiles - 7	C-23	27
Roadway Restoration Plans - 1	C-24	28
Roadway Restoration Plans - 2	C-25	29
Roadway Restoration Plans - 3	C-26	30
Roadway Restoration Plans - 4	C-27	31
Roadway Restoration Plans - 5	C-28	32
Roadway Restoration Plans - 6	C-29	33
Utility Details	C-30	34
Pavement Details	C-31	35
Miscellaneous Details	C-32	36
Sediment and Erosion Control Plan - 1	C-33	37
Sediment and Erosion Control Plan - 2	C-34	38
Sediment and Erosion Control Plan - 3	C-35	39
Sediment and Erosion Control Plan - 4	C-36	40
Sediment and Erosion Control Plan - 5	C-37	41

NORTH ROYALTON FORCEMAIN & GRAVITY SEWER IMPROVEMENTS

DRAWING TITLE	Drawing No.	Sheet Count
Sediment and Erosion Control Details - 6	C-38	42
Sediment and Erosion Control Details - 7	C-39	43
Sediment and Erosion Control Details - 8	C-40	44
MOT Drawings - 1	C-41	45
MOT Drawings - 2	C-42	46
MOT Drawings - 3	C-43	47
STRUCTURAL		
GENERAL NOTES 1 OF 2	S-01	48
GENERAL NOTES 2 OF 2	S-02	49
Manhole Structures	S-03	50
Air Release Chambers	S-04	51
Misc. Structures	S-05	52
Electrical / I&C		
GENERAL NOTES 1 OF 2	E-01	53
GENERAL NOTES 2 OF 2	E-02	54
Flow metering	E-03	55

EXHIBIT B COMPENSATION

Compensation for services provided under Article II, “Scope of Consultant Services,” will be the lump sum of \$890,596. This price shall be modified only if the Scope of Work is changed. Payment will be as specified in Article VI, “Compensation,” of the Agreement. BC will proceed with each phase only after authorization from the City of North Royalton.

Consultant shall submit periodic invoices to the City of North Royalton, and the City shall pay invoices in accordance with Article VI, “Compensation,” of this Agreement. Periodic billing shall be determined by Consultant and approved by the City.

Table 1 includes the proposed fee for the initial assessment, and to complete additional work to complete design, bidding services and CA/RE as outlined in the scope (Exhibit A).

Table 1 - North Royalton Plant B Pump Station Conversion and Sewer Conveyance Design						
Task	Phase Description	Total Labor Effort	Total ODCs	Total Sub Cost	Total Expense Cost	Total Effort
001	Basis of Design	181,376	14,819	289,720	304,539	485,915
002	Design	1,168,918	25,028	424,557	449,585	1,618,503
003	Bidding	41,029	0	12,950	12,950	53,979
004	CA/RE	690,600	10,000	133,650	143,650	834,250
	SUBTOTAL	2,081,923	49,847	860,877	910,724	2,992,647
SA-1	Specific Allowance					600,000
GA	General Allowance					200,000
	TOTAL	2,081,923	49,847	860,877	910,724	3,792,647

CITY OF NORTH ROYALTON

Consolidated Sanitary Sewer District



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

11675 Royalton Road
North Royalton, Ohio 44133

To: Members of City Council

Re: Authorization to Obtain Financing for Plant B Conversion

Date: November 16, 2021

Dear Council Members;

I Superintendent Mark A. Smith am requesting authorization from this council to allow Mayor Larry Antoskiewicz and myself to achieve financing and enter into a contract for the design of the B plant conversion project. The design engineer is Brown and Caldwell. The total design price is 3,792,647.00 and this is contingent on our ability to receive financing through a loan from the OWDA.

Respectfully,

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

AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 8 LAW DEPARTMENT, AND DECLARING AN EMERGENCY

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

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

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 8 Law Department, which shall hereinafter read as follows:

Section 8. The **Law Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Director of Law	One (1)
2) Assistant Law Director/First Assistant Prosecutor	One (1)
3) Second Assistant Prosecutor	One (1)
4) Confidential Secretary, part time	One (1)
5) Human Resources Specialist, Civil Service and Benefits Coordinator Human Resources Manager (part time)	One (1)
6) Paralegal (part time)	One (1)

Section 2. Ordinance No. 10-103 is amended as provided for herein and all other provisions of Ordinance No. 10-103 shall remain in full force and effect.

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

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that Council and the Administration have determined that it is immediately necessary to provide for these staffing changes in the various departments of the City of North Royalton.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

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

WHEREAS: It has been determined to be necessary to amend Ordinance 10-103 Staffing and Classification Plan for the City of North Royalton to increase the number of part time Correction Officers in the Police Department; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Council hereby amends Ordinance No. 10-103 Staffing and Classification Plan, Section 7, Police Department, which shall hereinafter read as follows:

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

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

Section 2. Ordinance No. 10-103 is amended as provided for herein and all other provisions of Section 7 and Ordinance No. 10-103 shall remain in full force and effect.

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

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that Council and the Administration have determined that it is immediately necessary to provide for staffing changes in the various departments of the City of North Royalton.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE ESTABLISHING VARIOUS BENEFITS FOR REGULAR PART TIME
NON-UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON, REPEALING ORDINANCE
14-141, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton desires to establish benefits for regular part time non-union employees of the City of North Royalton and repeal Ordinance 14-141.

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

Section 1. An employee covered by this ordinance shall be defined as a regular part time employee who is not covered by any collective bargaining agreement. Temporary or seasonal (summer) employees shall not be entitled to any benefits under this ordinance.

Section 2. Regular part time employees shall be entitled to accrue sick leave, on a pro-rata basis and funeral leave for immediate family only.

Section 3. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to a contagious disease communicable to other employees; and/or (3) serious illness, injury or death in the employees immediate family.

Section 4. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined at the sole discretion of the employer.

Section 5. When the use of sick leave is due to illness, injury or death in the immediate family, “immediate family” shall be defined to only include the employee’s spouse and children, parents and parents in law, brother, sister and grandparents.

Section 6. Vacation and Personal Days

Regular part time employees that average a minimum of twenty two hours (22) hours per week per year and have 1 year of continuous service with a minimum total of 1,144 hours worked, shall be awarded vacation time as long as they remain eligible (average 22 hours of work per week) based on length of service as follows:

Vacation Credit for permanent part time employees

After one (1) year of employment	24 hours
After three (3) years of employment	48 hours
After five (5) years of employment	72 hours

Personal days

Regular permanent part time employees that average a minimum scheduled twenty two hours (22) hours per week shall be entitled to 24 hours of personal days.

Earned vacation shall be awarded on the employee’s anniversary date but will be available for use in the calendar year on January 1st. Employees who retire/separate from service and who have used vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

Vacation time shall be taken at a time approved of by the Department Head based upon staffing needs, any full time employee leave, or seniority will govern. Vacation time shall be used in 8 hours increments. Personal time may be utilized in one hour increments.

Any vacation time or personal time that is unused shall be deemed forfeited unless otherwise approved by the Mayor due to staffing issues or other extreme circumstances.

Section 7. A regular part time employee who has in excess of ten (10) years of continuous service with the city and is eligible to receive payments from a state pension plan shall, upon retirement, receive a cash payment equal to his/her hourly rate of pay at retirement multiplied by one-half (1/2) the total number of accumulated and unused sick leave hours earned by the employee as certified by the Finance Director, not to exceed three hundred fifty (350) such sick leave hours.

The retirement sick leave cash payment benefit is also authorized for any similarly situated regular part time employee who is subject to the provisions of a collective bargaining agreement if agreed upon by the union and the city per a Memorandum of Understanding executed by both parties.

Regular permanent part time employees that average a minimum scheduled twenty two hours (22) hours per week shall be entitled to three (3)- 8 hour floating holidays per year (not applicable to seasonal (summer) employees, effective January 2022. Regular permanent part time employees are entitled to one (1) prorated floating holiday for the remainder of 2021.

Fire inspector -\$300 yearly
Building inspector -\$150 yearly

Section 11. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 21-182

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH
ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEARS 2022 AND 2023, AND
DECLARING AN EMERGENCY

WHEREAS: The Administration has established new rates of compensation for non-union employees not covered by collective bargaining agreements; and

WHEREAS: Council desires to approve these new rates of compensation.

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

Section 1. All officers and employees occupying the classifications (job titles) listed in Exhibit A shall receive compensation payments in accordance with the hourly rates of pay as specified in Exhibit A beginning January 1, 2022.

Section 2. In the event an employee is promoted from one job title to a higher rated job title, the employee shall be paid the rate of pay that is next greater than the rate of pay being received by the employee prior to promotion. The employee will then advance through the various pay raises for the job, if any, on an annual basis.

Section 3. Any employee whose employment is terminated, and who is later rehired shall be paid at the "beginning" as though they are a new employee, unless otherwise classified by the department head, with the exception of the part-time Recreation Department employees. Council provides that wage increases for part-time Recreation Department employees who are rehired for consecutive years shall take effect on the anniversary date of employment.

Section 4. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is fitting and proper to increase the compensation of the effected employees.

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
Non-Union Wage Schedule**

<u>Classification (Job Title)</u>	2022			2023		
	Entry	2nd Year	3rd Year	Entry	2nd Year	3rd Year
<u>Architectural Review Board</u>						
Secretary (part-time)	\$ 18.40	\$ 19.25	\$ 20.05	\$ 18.95	\$ 19.82	\$ 20.65
<u>Board of Zoning Appeals</u>						
Secretary	\$ 18.40	\$ 19.25	\$ 20.05	\$ 18.95	\$ 19.82	\$ 20.65
<u>Building Department</u>						
Building Commissioner	\$ 44.10	<i>not to exceed</i>	\$ 51.45	\$ 45.42	<i>not to exceed</i>	\$ 52.99
Planner	\$ 31.51	<i>not to exceed</i>	\$ 41.51	\$ 32.46	<i>not to exceed</i>	\$ 42.76
Office Manager	\$ 26.31	<i>not to exceed</i>	\$ 29.56	\$ 27.10	<i>not to exceed</i>	\$ 30.45
Inspector - Part-Time	\$ 31.46			\$ 32.41		
Building Official (part-time)	\$ 49.24			\$ 50.71		
<u>City Hall</u>						
Clerical III Floater (part-time)	\$ 21.14	\$ 22.09	\$ 22.92	\$ 21.77	\$ 22.75	\$ 23.61
I.T. Systems Administrator-LAN Manager/I.T. Director	\$ 44.10	not to exceed	\$ 51.45	\$ 45.42	not to exceed	\$ 52.99
<u>Council Office</u>						
Confidential Secretary	\$ 22.21	\$ 25.19	\$ 26.31	\$ 22.88	\$ 25.95	\$ 27.10
Administrative Secretary IV	\$ 23.34	\$ 24.26	\$ 25.19	\$ 24.05	\$ 24.99	\$ 25.95
Recording Secretary (part-time)	\$ 18.40	\$ 19.25	\$ 20.05	\$ 18.95	\$ 19.82	\$ 20.65
<u>Finance Department</u>						
Accounting Administrator	\$ 24.64	\$ 25.86	\$ 28.16	\$ 25.38	\$ 26.64	\$ 29.01
Payroll and Accounting Administrator	\$ 24.32	\$ 25.55	\$ 28.16	\$ 25.05	\$ 26.32	\$ 29.01
<u>Fire Department</u>						
Fire Safety Inspector (part-time)	\$ 27.32			\$ 28.14		
Summer Help Laborer (part-time)	\$ 12.84			\$ 13.23		
<u>Law Department</u>						
Assistant Law Director	\$ 49.34	<i>not to exceed</i>	\$ 57.56	\$ 50.82	<i>not to exceed</i>	\$ 59.29
Human Resources Manager	\$ 29.09	<i>not to exceed</i>	\$ 32.43	\$ 29.96	<i>not to exceed</i>	\$ 33.40
Confidential Secretary - (part time)	\$ 22.21	\$ 25.19	\$ 26.45	\$ 22.88	\$ 25.95	\$ 27.24
Paralegal (part time)	\$ 22.21	\$ 25.18	\$ 26.97	\$ 22.88	\$ 25.94	\$ 27.78
<u>Mayor's Office</u>						
Executive Assistant/Civil Service Secretary	\$ 25.18	not to exceed	\$ 29.56	\$ 25.94	not to exceed	\$ 30.45
Deputy Clerk of Court	\$ 22.21	\$ 25.18	\$ 26.32	\$ 22.88	\$ 25.94	\$ 27.11
Confidential Secretary	\$ 22.21	\$ 25.18	\$ 26.32	\$ 22.88	\$ 25.94	\$ 27.11
Administrative Secretary IV	\$ 23.34	\$ 24.26	\$ 25.19	\$ 24.05	\$ 24.99	\$ 25.95
Clerical III	\$ 21.14	\$ 22.09	\$ 22.92	\$ 21.77	\$ 22.75	\$ 23.61
Clerical II	\$ 19.20	\$ 20.12	\$ 20.99	\$ 19.78	\$ 20.72	\$ 21.62
Clerical I	\$ 16.96	\$ 17.89	\$ 18.79	\$ 17.47	\$ 18.43	\$ 19.36
Custodial (part-time)	\$ 19.97			\$ 20.57		
Clerk of Court	\$ 26.31	\$ 27.89	\$ 29.56	\$ 27.10	\$ 28.72	\$ 30.45
<u>Office on Aging</u>						
Director (part time)	\$ 31.06	not to exceed	\$ 36.62	\$ 31.99	not to exceed	\$ 37.72
Senior Center Manager/Outreach Specialist	\$ 21.91	\$ 24.53	\$ 26.65	\$ 22.56	\$ 25.26	\$ 27.45
Bus Driver (part-time)	\$ 12.39	\$ 12.90	\$ 13.44	\$ 12.76	\$ 13.28	\$ 13.84
<u>Police/Fire Department</u>						
Office Manager/Confidential Secretary	\$ 22.21	\$ 25.19	\$ 29.56	\$ 22.88	\$ 25.95	\$ 30.45
IT Systems Administrator/LAN Manager	\$ 44.10	not to exceed	\$ 51.45	\$ 45.42	not to exceed	\$ 52.99
IT Systems Network Technician	\$ 26.01	\$ 28.09	\$ 31.22	\$ 26.79	\$ 28.93	\$ 32.15
<u>Recreation Department</u>						
Summer Help Laborer (part-time)	\$ 12.84			\$ 13.23		
Laborer (part-time)	\$ 15.93	\$ 16.24	\$ 16.56	\$ 16.40	\$ 16.73	\$ 17.06
Tractor/Truck Operator (part-time)	\$ 16.95	\$ 17.31	\$ 17.67	\$ 17.46	\$ 17.83	\$ 18.20
Labor 1 Part Time	\$ 20.55	\$ 20.98	\$ 21.42	\$ 21.17	\$ 21.61	\$ 22.07
<u>Service Department</u>						
Service Superintendent	\$ 44.10	<i>not to exceed</i>	\$ 51.45	\$ 45.42	<i>not to exceed</i>	\$ 52.99
Stormwater Supervisor	\$ 44.10	<i>not to exceed</i>	\$ 51.45	\$ 45.42	<i>not to exceed</i>	\$ 52.99
Summer Help Laborer (part-time)	\$ 12.84			\$ 13.23		
Laborer (part-time)	\$ 15.93	\$ 16.24	\$ 16.56	\$ 16.40	\$ 16.73	\$ 17.06
Labor 1 Part Time	\$ 20.55	\$ 20.98	\$ 21.42	\$ 21.17	\$ 21.61	\$ 22.07
<u>Wastewater Department</u>						
Assistant Superintendent - Operations	\$ 44.10	<i>not to exceed</i>	\$ 51.45	\$ 45.42	<i>not to exceed</i>	\$ 52.99
Assistant Superintendent - Maintenance	\$ 44.10	<i>not to exceed</i>	\$ 51.45	\$ 45.42	<i>not to exceed</i>	\$ 52.99
Project Manager, temporary part time	\$ 44.38	<i>not to exceed</i>	\$ 49.93	\$ 45.71	<i>not to exceed</i>	\$ 51.42
<u>Miscellaneous</u>						
Clerical I (part-time)	\$ 16.97			\$ 17.48		
Laborer (part-time/city-wide)	\$ 15.93	\$ 16.24	\$ 16.56	\$ 16.40	\$ 16.73	\$ 17.06
Summer Help Laborer (city wide)	\$ 12.84			\$ 13.23		
Casual Help	\$ 10.24			\$ 10.55		

ORDINANCE NO. 21-183

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE
FRATERNAL ORDER OF POLICE, LODGE 15 (POLICE DEPARTMENT RECORDS ROOM
CLERICAL STAFF, MAINTENANCE STAFF, AND ANIMAL CONTROL OFFICERS),
AND DECLARING AN EMERGENCY

WHEREAS: Council and the Administration have conducted extensive negotiations with the Fraternal Order of Police, Lodge 15 (Police Department Records Room Clerical Staff, Maintenance Staff, and Animal Control Officers) as the bargaining representative for certain members of the various departments in the city; and

WHEREAS: Such negotiations have provided a tentative agreement between the parties; and

WHEREAS: Council and the Administration have reviewed such proposal and do desire to ratify and adopt such 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 and directed to enter into an agreement with the Fraternal Order of Police, Lodge 15 (Police Department Records Room Clerical Staff, Maintenance Staff, and Animal Control Officers) 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. Any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

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

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that in order to facilitate payment of compensation to certain employees of the city, the foregoing Ordinance is required at the earliest possible time.

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:

THE CITY OF NORTH ROYALTON, OHIO

AND

**FRATERAL ORDER OF POLICE, LODGE 15
(POLICE DEPARTMENT RECORDS ROOM CLERICAL STAFF,
MAINTENANCE STAFF, AND ANIMAL CONTROL OFFICERS)**

**EFFECTIVE: JANUARY 1, 2022
EXPIRES: DECEMBER 31, 2023**

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Royalton, Hereinafter referred to as the "Employer" and FRATERAL ORDER OF POLICE, LODGE 15, hereinafter referred to as the Union.

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of North Royalton, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time employees employed and occupying the positions specifically set forth in Appendix "A," attached; excluding all casual, part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

3.02 Any employee who is promoted from this bargaining unit to a position outside the bargaining unit, such as working foreman, shall have the right to return to the bargaining unit at his previously held position and the current wage rate of the position.

3.03 An employee who returns to the bargaining unit shall regain his seniority at the level he had at the time he was promoted to a supervisory position. No employee within the bargaining unit will be reduced in position or wage rate as a result of such return to the bargaining unit.

ARTICLE IV

NEW AND CHANGED JOBS

4.01 In the event the Employer establishes a classification which did not exist on the effective date of the Agreement and where there exists a community of interest, the Employer shall give written notice to the Union. Upon written request by the Union, the Employer will meet and confer about including the new classification in the existing bargaining unit. If the

parties are unable to agree, and impasse on the issue exists, the Union may petition the State Employment Relations Board for unit clarification, in accordance with Chapter 4117.

ARTICLE V

DUES DEDUCTIONS

5.01 During the term of this Agreement the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

5.02 The Employer agrees to supply the Union with an alphabetical list of those employees, including address, social security number and amount deducted, from whom dues deductions have been made. Such list shall also include any deletions or additions and reasons therefor.

5.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to FRATERAL ORDER OF POLICE, LODGE 15, as soon as possible, but not later than seven (7) days from the date of making said deductions.

5.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VI

FAIR SHARE

6.01 All bargaining unit employees who are not members of the Union may voluntarily consent to pay a fair share fee for Union representation. The fair share fee shall be certified to the Employer by the Union and shall be paid in the same manner as regular dues deductions.

ARTICLE VII MANAGEMENT RIGHTS

7.01 Not by way of limitation of the following paragraph, but to only indicate the type of mailers or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations

by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

7.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE VIII

NO-STRIKE

8.01 The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

8.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, walkout, or their concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this article, provided that the Union meets all of its obligations under this article.

8.03 It is further agreed that any violation of the above shall be sufficient grounds for immediate discharge or other disciplinary action.

8.04 The Employer agrees that it will not lock-out any employee for the duration of this Agreement.

ARTICLE IX

NON-DISCRIMINATION

9.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, sex, age, handicap, Union membership or activity.

9.02 The Employer recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities, or to refrain from such. Therefore, the Employer agrees that there shall be no discrimination,

interference, restraint, coercion or reprisal by the Employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE X

LABOR-MANAGEMENT COMMITTEE

10.01 A Labor-Management Committee composed of not more than two (2) Union representatives and two (2) Employer representatives shall meet quarterly, or more or less frequently as mutually agreed, at mutually agreed upon times to discuss and make recommendations that:

- a) Will further good relations between the parties;
- b) Will eliminate or alleviate various problems that arise from time to time;
- c) Will further safety in all areas; and
- d) Will establish a line of communication between the parties for the benefit of all.

10.02 Prior to convening a Labor-Management meeting, the Union President and the Department Head shall establish the meeting's agenda.

10.03 The City shall make reasonable attempts to provide safety equipment and maintain proper safeguards and safe working conditions for all employees.

ARTICLE XI

PART-TIME EMPLOYEES

11.01 Regular part-time employees shall only be entitled to accrue sick leave, on a pro-rata basis and jury duty wages and shall not be entitled to any other fringe benefits under this Agreement.

11.02 Part-time employees shall not receive any sick leave or *vacation* pay back options as set forth in this Agreement.

11.03 Effective July 1, 2018 regular part-time employees that average a minimum of twenty-two hours (22) hours per week per year and have 1 year of continuous service with a minimum total of 1,144 hours worked, shall be awarded vacation time as long as they remain eligible (average 22 hours of work per week) based on length of service as follows:

Vacation Credit for permanent part-time employees

After one (1) year of employment	24 hours
After three (3) years of employment	48 hours
After five (5) years of employment	72 hours

(2018 vacation credit will be prorated)

Vacation will be awarded on the employee's anniversary date, but available for use in the calendar year beginning on January. Employees who retire/separate from service and who have used vacation leave before their anniversary date of awarded vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

Vacation time shall be taken at a time approved by the Department head based upon staffing needs, full time employee leaves, or if necessary, seniority. Vacation time shall be used only in 8 hours increments.

Vacation time shall be used in the calendar year, any vacation time that is unused by December 31st shall be deemed forfeited unless otherwise approved by the Mayor due to staffing issues or other extreme circumstances.

ARTICLE XII

PROBATIONARY PERIOD

12.01 The probationary period for all newly hired employees and promotional probationary employees shall be six (6) months and ninety (90) days, respectively. Employees shall have no seniority during probationary periods, however, upon completion of the probationary period, seniority shall start from date of hire.

12.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained or to any Civil Service Commission.

ARTICLE XIII

BULLETIN BOARDS

13.01 The Employer agrees to provide lockable employee bulletin boards in each of the following areas:

- a) Animal Control Building
- b) Police Department

13.02 The Union shall provide the Employer with a key to the bulletin boards. The bulletin boards shall be located near the employee reporting areas.

13.03 Notices or postings shall not contain anything of a local political or derogatory nature reflecting upon the Employer, any of its employees or officers, or the labor organization.

13.04 Copies of all material to be posted shall be provided to the Employer at the time of posting.

13.05 The Employer will also provide the Union a mail slot at City Hall, if such slot is available.

ARTICLE XIV

UNION REPRESENTATION

14.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as Steward only when the regular Steward is absent from work. The Union shall notify the Employer, in writing, of its selections.

14.02 The Employer shall recognize two (2) Stewards. The Stewards shall represent employees on all shifts.

14.03 The Union President and Stewards, as described in paragraph 14.02 of this Article, shall be allowed reasonable time to address matters set forth in paragraph 14.01, above, and the Union President may attend to Union matters, not to exceed two (2) hours per month, without loss of pay during working hours, provided prior notice and approval is given by his immediate supervisor.

14.04 Stewards and Union Officers shall adhere to the following procedure in processing grievances and in carrying out all other functions of their offices.

- A. An employee having a grievance as defined herein shall notify his Steward who will notify the employee's immediate supervisor to arrange for the release of the employee to meet with the Steward.
- B. Before leaving his job, the Steward shall record on a Steward Activity Sheet the time he starts his Union work. Upon request, a copy of the record will be furnished to the Union.
- C. Upon returning to his job, the Steward shall first report to his own supervisor before resuming work if the supervisor is available, or, if he is unavailable, as soon as possible after resuming work.
- D. In the event of the absence of the Steward and the Alternate Steward, the President shall be called in their place. In the absence of the President, the Vice-President shall be called.
- E. A Steward having an individual grievance in connection with his work may ask for the President to assist him in adjusting the grievance with his supervisor.

14.05 There shall only be one (1) Union representative who is a City employee at any grievance meeting, plus the FOP representative. No other representative shall attend such a meeting without the express approval of the Union and Employer. There shall be no recording devices used at any such meetings without the mutual agreement of the Employer and Union.

ARTICLE XV

SENIORITY

15.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

15.02 An employee's seniority shall be terminated when one or more of the following occurs:

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding eighteen (18) months;
- d) He retires;
- e) He fails to report for work four (4) consecutive working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work within one (1) year or upon the expiration of any leave applicable to him, whichever is greater;
- g) He refuses to recall or fails to report to work within fourteen (14) working days from the date the employee receives a recall notice, by certified mail.

15.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

15.04 The City shall provide the Union with a current seniority list within thirty (30) calendar days after the signing of the contract and annually thereafter. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department date of hire, and designation as to full-time or part-time status for each employee. The City shall provide the Local Union President with a written list of additions to or deletions from the seniority list, if any, on a quarterly basis.

15.05 Seniority for part-time employees shall be on a pro-rata basis, with 2080 hours of actual service constituting one (1) year of seniority. Part-time employees may exercise seniority rights only against other part-time employees and probationary employees.

15.06 Full-time employees who were formerly part-time City employees shall have their part-time City service counted for seniority purposes on a pro-rata basis. The former part-time service must be continuous and uninterrupted and this service must also be immediately concurrent with the full-time service to qualify. Part-time service shall be on the basis of 2080 hours of constituting one (1) full year of service.

ARTICLE XVI

LAY-OFF AND RECALL

16.01 Where, because of lack of work, lack of funds or reorganization, resulting in

abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Union President or his designee no less than twenty-one (21) days in advance of any such lay-off, indicating how many employees will be affected and what department(s) are being reduced. Such reductions shall be made in accordance with the provisions hereinafter set forth.

16.02 Employees within affected classifications shall be laid off according to their relative seniority (within the department) with the least senior employee being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees within the affected classifications are laid off first. For the purposes of this article, department or bargaining unit shall mean the various positions included in Appendix "A".

16.03 Employees who are laid off from one classification may displace (bump) another employee with lesser seniority in a lower rated classification within the same department.

16.04 Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in a lower rated classification pursuant to the provisions of paragraph 16.03, above.

16.05 At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions, shall be laid off.

16.06 Employee(s) who are laid off, shall have the option of bumping another employee pursuant to the above provisions, or being directly laid off by the Employer.

16.07 In all cases where one (1) employee is exercising his seniority to bump another employee, his right to bump into another department is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to bump, as determined by the Employer.

16.08 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his lay-off.

16.09 Notice of recall shall be sent to the employee's address listed on the Employers records and shall be sent by certified mail. An employee who refuses recall or does not report for work within fourteen (14) days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

16.10 Employee(s) scheduled for lay-off shall be given a minimum of twenty-one (21) days advance notice of lay-off.

16.11 Each notice of lay-off shall contain the following information:

- 1) The reason for lay-off or displacement;
- 2) The date that the lay-off or displacement becomes effective;

- 3) The employee's seniority date in the classification;
- 4) A statement advising the employee of the right to recall and re-employment.

16.12 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may, at its sole discretion, grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

16.13 In the event a job opening occurs in a lower rated classification, the most senior employee on lay off will be recalled and given the option of accepting the job or not, provided he has the ability and qualifications, as determined by the Employer, to perform the work in question. If the employee accepts the job opening, he will have the right to claim his original classification in the event it becomes available within eighteen (18) months.

16.14 Recall lists shall be kept current by the City. The Union President shall be furnished and/or forwarded a copy of all recall lists as they are made current by the City.

ARTICLE XVII

VACANCIES AND JOB POSTINGS

17.01 When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, and the date of the posting and bid deadline date.

17.02 Any employee wishing to apply for the posted vacancy must submit his letter of intent in writing to the Mayor's office by the end of the posting period in order to be considered for the position.

17.04 If the job is to be filled, the effective date of the promotion shall be as soon as possible, but no later than thirty (30) days after the selection has been made, and once the selection has been made, the Employer will notify all applicants and the Union President, or his designee, of the selection.

17.05 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a period of one hundred eighty (180) days, pending the Employer's determination to fill the vacancy on a permanent basis.

17.06 An employee who is awarded a new job title shall be required to satisfactorily complete a ninety (90) day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is

required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employers discretion, that the employee cannot satisfactorily perform the new job, he may be returned to his previously held position at his prior rate of pay.

17.07 If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

17.08 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

ARTICLE XVIII

TEMPORARY TRANSFERS

18.01 Any employee who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.

18.02 The Employer will not transfer employees subject to temporary assignment for the sole purpose of avoiding the higher pay rate, set forth above.

18.03 Temporary assignments or transfers will not normally exceed six (6) months. Employees will not be transferred from such temporary assignment or transfer for the sole purpose of extending the above six (6) month period.

ARTICLE XIX

DISCIPLINE

19.01 Disciplinary action taken by the Employer shall be for just cause.

19.02 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting with the Department Head or his designee and with his Union Representative to respond to any proposed disciplinary charges.

19.03 Any non-probationary employee who is to be suspended, disciplined or discharged shall be given written notice regarding the reason(s) for the disciplinary action within seven (7) days after the Employer determines that the employee shall be disciplined.

19.04 Discipline shall normally be applied in a corrective progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

19.05 In case of a suspension or a dismissal of a non-probationary employee, the employee may immediately file a grievance at Step 3 of the grievance procedure.

19.06 Records of disciplinary action not resulting in time off which are twelve (12) months old, shall not be used against the employee in the consideration of subsequent disciplinary action if there has been no occurrence of a similar type incident within the twelve (12) month period.

19.07 Records of disciplinary action resulting in time off which are three (3) years old, shall not be used against the employee in the consideration of subsequent disciplinary action if there has been no occurrence of a similar type incident within the three (3) year period.

ARTICLE XX

DISCIPLINARY PROCEDURE

20.01 All employees shall have the following rights:

A. An employee shall be entitled to only Union representation at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as a result of the exercise of his rights under this procedure.

20.02 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

20.03 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible, and shall also be given to the local union president and steward. The Employer shall notify the employee and the Union within seven (7) days after the Employer has knowledge of the incident that the Employer intends to impose discipline that may result in a suspension or discharge. Disciplinary actions resulting in a reprimand shall be imposed within ten (10) days after the Employer has knowledge of the incident. Notice of Disciplinary actions resulting in a suspension or discharge shall be issued within sixty (60) days after the Employer has knowledge of the incident resulting in the proposed disciplinary action.

20.04 Before any discipline is imposed, the employee and his/her union representative shall be entitled to a pre-disciplinary hearing before the employee's department head. If after this hearing the department head decides to impose a penalty that does not involve a suspension, demotion, or removal from service, the department head may impose the penalty, and the employee may grieve it.

Where the department head seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, he shall make such a recommendation to the Mayor and notice of such proposed discipline shall be made in writing and served on the employee

personally or by registered or certified mail, return receipt request, with a copy to the local union president and steward. If the employee grieves the proposed suspension, demotion, or removal from service, the Mayor or designee shall convene a hearing at Step 3 of the grievance procedure.

20.05 The Union on behalf of all the employees covered by this Agreement and its own behalf hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

20.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator, or
4. the penalty may be imposed after the hearing before the Mayor in Section 20.04, subject to the Union's right to appeal it to arbitration.

ARTICLE XXI

SICK LEAVE

21.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious injury, illness or death in the employee's immediate family.

21.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked, excluding overtime, and may accumulate such sick leave hours to an unlimited amount.

21.03 An employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefor at least one-half (1/2) hour before the start of his work shift each day he is to be absent, when possible.

21.04 Sick leave may be used in segments of not less than one (1) hour.

21.05 The Department Head may require such proof of illness, injury or death as may be satisfactory to him, (e.g., obituary notice from a newspaper) or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In the event, an employee absent for more than three (3) consecutive days must supply a physician's report to be eligible for paid sick leave. Such requirement shall not be imposed in an arbitrary or capricious manner.

21.06 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

21.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Department Head.

21.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined, by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

21.09 When the use of sick leave is due to serious illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children unless the employee has no spouse in which case the employee's parents shall be included in the immediate family. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employees parents, spouse, child, brother, sister, grandparents, parents-in-law, brother-in-law and sister-in-law, aunts and uncles.

21.10 An employee who transfers from this Department to another Department of the Employer, shall be allowed to transfer his accumulated sick leave to the new Department, providing that his amount or accumulated sick leave shall not exceed the accumulation limit in effect in his new Department.

21.11 Each employee who has accumulated in excess of nine hundred (900) hours sick leave and has not used all the sick leave hours accumulated since December 31st of the previous year may receive payment for the unused sick leave accumulated during that year to the ratio of one (1) hour of pay for each three (3) sick leave hours (one-third of sick leave accrual for that year) and one (1) hour for each three (3) sick leave hours (one-third of sick leave accrual for that year) will be added to the employee's total accumulated sick leave. The eligible employee who has met the threshold amount of sick leave accumulation may, at his option, elect not to take the cash option but may continue to accumulate two-third (2/3) of his accrued sick leave for that calendar year. One-third of the annual unused sick leave shall be forfeited to the City each year upon accrual of the threshold amount. The option to cash out one-third time or to accumulate two-thirds (2/3) must be made immediately after December 31st. Employees who opt for the cash conversion of sick leave will be paid in the first pay period in February at the prior year's rate of pay. Upon retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer and is eligible to receive payments from a state pension plan, the employee shall be entitled to receive a cash payment equal to his rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated and unused sick leave hours, earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed six hundred fifty (650) sick leave hours.

21.12 An employee shall be granted time off with pay without deduction from any sick leave for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) days off for each death in the immediate family. For the purposes of this article, "immediate family" shall be defined to only include the employee's spouse, children, parents, brothers, sisters, parents-in-law or person in loco parentis.

21.13 Funeral leave may be extended upon approval, with the use of holidays, vacation days, sick days or compensatory days.

21.14 When an employee is unable to work due to a serious illness or injury and has used all available accumulated leave, the City may permit any other bargaining unit member(s), who has (have) a minimum of 400 hours of sick leave, at that employee's discretion, to transfer their accumulated sick leave up to eighty (80) hours and/or bonus sick leave from their own account to that of the employee without any accumulated leave. Such transfers shall not count as sick leave usage of the employee donating the leave for purposes of this Agreement.

ARTICLE XXII

INJURY LEAVE

22.01 When an employee is injured in the line of duty, he shall be eligible for a paid leave not to exceed ninety (90) calendar days per incident. In order to be eligible for injury leave, the employee shall file a Workers Compensation claim for lost wages, i.e., temporary total disability, and shall sign a waiver assigning to the City all sums received by the employee from Workers Compensation for lost wages to a maximum of ninety days or the amount of injury leave benefits advanced by the City. In the event Workers Compensation ultimately denies benefits to the employee, after the employee has exhausted all available appeals and administrative remedies provided under the Worker Compensation Act, then the employee shall reimburse the City one-half (1/2) of the injury leave received through reduction of all accrued leaves, current or future.

22.02 If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, at the Employers sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

22.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not, and for the period in which the employee is disabled, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related. If there is a conflict between the employee's and Employers physicians, a third physician shall be consulted whose opinion shall govern. This third physician shall be selected by a mutual agreement between the Employer and the employee, who shall share the costs equally.

22.04 If the attending physician(s) of an employee so certifies that the employee may return to temporary light or temporary restricted duty, the City, at its discretion, and if the City has suitable work for such employee, may assign the employee to light duty work.

22.05 All employees are subject to the City's Transitional Work Program Policy.

ARTICLE XXIII

FAMILY & MEDICAL LEAVE

23.01 The Employer, upon request of an employee, because of the birth of a child or the care for a newborn child, the adoption of a child; the need to care for a spouse, child or parent with a serious health condition, or the employee's serious health condition, shall grant a leave of absence without pay or benefits except as provided in this Article. Any employee on an unpaid family medical leave of absence, (i.e., one who has exhausted all paid leaves) or employee requests unpaid FMLA leave, shall not earn vacation, holidays, sick leave or any other contractual time off benefits.

23.02 The Family and Medical Leave shall not exceed six (6) months. Leave shall start and be computed in a rolling year when first approved. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension.

23.03 An employee using Family and Medical Leave shall be entitled to twelve (12) weeks of health insurance as provided in Article XXVIII of this Agreement. During the remaining balance of the Family and Medical Leave, the employee shall have the right to purchase health insurance at the City's group rate at the employee's cost.

23.04 An employee requesting Family and Medical Leave must present, at the time the request is made, a certificate stating the probable period for which the employee requests this leave.

23.05 Upon request, employee shall be permitted to use any or all of the employee's accumulated leave credit which will not count against an employee's annual Family and Medical Leave for purposes of receiving the health insurance coverage paid by the Employer but shall count as FMLA leave. The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation or sick leave to exhaust such time which are separate banks of accumulated time under this article.

23.06 A husband and wife employed by the City of North Royalton in any position or capacity are eligible for FMLA leave up to a combined total of twelve (12) weeks of leave during the twelve month period referenced in Section 23.02, except that an employee who is a member of this bargaining unit is entitled to a combined six (6) months, if the leave is taken:

- (1) For the birth of the employee's son or daughter or to care for the child after birth;
- (2) For placement of son or daughter with the employee for adoption

or foster care, or to care for the child after placement; or

- (3) To care for the employee's parent with a serious health condition.

ARTICLE XXIV

UNPAID LEAVES OF ABSENCE

24.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay or benefits because of injury, illness, education purposes, and employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer. Such requests shall not be unreasonably denied.

24.02 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) working days or less. For a leave request in excess of ten (10) working days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence, including seniority.

24.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

24.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

24.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

24.06 Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than four (4) eight (8) hour consecutive working days may, at the Employers discretion, subject the employee to disciplinary action, including discharge.

ARTICLE XXV

APPLICATION FOR LEAVE OF ABSENCE

25.01 All leaves of absence without pay and any extension thereof must be applied for in writing to the Mayor or his designee, on forms supplied by the Employer, at least ten (10) working days prior to the proposed commencement of the leave except in serious or unusual circumstances, as determined by the Employer. Notification of the approval or denial of their requested leave shall be given to the employee in writing within five (5) working days after the submission of the request. Any denial of a requested leave shall include the reason for the denial.

ARTICLE XXVI

MILITARY LEAVE

26.01 In accordance with state and federal law, any employee who presents official orders requiring his attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to military leave as set forth in the Ohio Revised Code. However, the employee shall surrender his military leave pay to the Employer up to his regular rate of pay and shall receive up to 176 hours of pay annually, or up to 31 days whichever is greater, at his normal rate of pay .

ARTICLE XXVII

JURY AND WITNESS DUTY

27.01 Any regular full or permanent part time employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated his regular pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the Employer a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

ARTICLE XXVIII

UNION CONVENTIONS & CONFERENCES

28.01 Two (2) duly elected Union delegates or alternates shall be granted time off without pay, not to exceed five (5) days, per calendar year, for the purpose of attending Union related seminars, conventions, etc. Leave requests shall not be unreasonably denied but shall be limited according to the operational needs of the Employer.

ARTICLE XXIX

HOLIDAYS

29.01 All full-time employees shall receive the following paid holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Personal Days (9)

29.02 In order to be eligible for the above holidays, the employee must report to work and actually work the last scheduled work day before the holiday, first scheduled workday immediately after the holiday, or the holiday if the employee is scheduled, unless specifically excused by the Department Head, exclusive of sick leave. However, if the employee is hospitalized or on approved sick leave from a known serious illness at this time, he shall be paid for the holiday instead of sick leave.

29.03 If any of the above fixed named holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

29.04 When an employee works on any of the above fixed holidays or the day on which it is celebrated, he shall receive his normal hourly pay for that day, plus his normal overtime rate for all hours worked.

29.05 If any of the above fixed holidays occur when the employee is on vacation, the employee shall be entitled to an additional day off at his regular hourly rate of pay.

29.06 The "personal days" may be taken at the discretion of the employee provided he receives advance approval from his Department Head.

29.07 Employees shall have the option of electing to take either the time off with pay or to be paid for the holidays at his or her straight time rate of pay. All days under this Article not taken off during a calendar year shall be paid for in the first pay period in February each year at the prior year's rate of pay (year in which personal days were earned).

29.08 In the event that an employee, for any reason, leaves employment with the City during the calendar year, then the City shall prorate and payout that portion of the employee's unpaid personal days that are properly payable.

ARTICLE XXX

VACATIONS

30.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Weeks</u>
After one (1) year	Two (2)
After five (5) years	Three (3)
After ten (10) years	Four (4)
After fifteen (15) years	Five (5)
After twenty (20) years	Six (6)

30.02 Earned vacation shall be awarded on the employee's anniversary date but may be

available for use in the calendar year beginning January. Vacation time must be used in the calendar year or it shall be forfeited. If an employee, due to reasons beyond his control is unable to take his vacation as stated herein, it may be carried over into the next year only upon the advanced written approval of the Mayor. Employees who retire/separate from service who use vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

30.03 Vacation time shall be taken at a time approved of in advance by the Department Head with the most senior employee granted a preference when two (2) or more employees request the same time period. The Department Head shall have the authority to assign vacation periods to insure an adequate staffing of the Department and to insure all employees utilize their vacation time

30.04 Employees shall be allowed to utilize up to one (1) week vacation in daily segments. Any vacation time of more than one (1) week to be used in daily segments shall be utilized at the sole discretion of the Employer.

30.05 If an employee with at least one (1) year of seniority voluntarily terminates his employment or is involuntarily terminated by the Employer, he shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation time. In the case of death of the employee, said vacation time shall be paid to the employee's estate.

30.06 If an employee is laid off, he shall receive payment for his vacation time as though he had been terminated pursuant to paragraph 30.05, above.

30.07 Employees must use at least two (2) weeks of vacation leave each year. Any employee eligible for more than two (2) weeks of vacation, the employee may convert up to one week (5 days) of unused vacation to a cash payment. Such payment will be made in the first pay in February at the prior year's rate of pay (year of unused vacation).

However, upon completion of twenty (20) years of service, an employee may reserve up to two (2) weeks of vacation, which shall be paid out upon retirement.

30.08 An employee hired before December 31, 1993 is entitled to have his prior service with the State of Ohio or any other political subdivision of the State counted for purposes of vacation accrual under this Agreement. Such prior service shall be calculated as 2080 hours being the equivalent of one (1) year of service. Employees hired on or subsequent to January 1, 1994 shall have only his prior service with the City of North Royalton counted for purposes of vacation accrual on a pro-rata basis with 2080 hours being the equivalent of one (1) year of service.

ARTICLE XXXI

HOURS OF WORK

31.01 ~~The normal workweek for regular, full-time employees shall be forty (40) hours, in five (5) consecutive days of eight (8) hours each day, excluding meal periods, commencing 12:01 Sunday through midnight Saturday.~~

31.01 The normal workweek for all regular full-time employees, except full-time Clerical IIIs, shall be forty (40) hours in five (5) consecutive days of eight (8) hours each day, excluding meal periods, commencing 12:10 Sunday through midnight Saturday.

All full-time Clerical IIIs shall have a regular a workweek of forty (40) hours of any five days or shifts of eight (8) hours, excluding meals periods, as assigned by the Employer.

31.02 Employees shall be given an uninterrupted one-half (1/2) hour for a scheduled lunch period, exclusive of travel and wash-up time, unless other mutually satisfactory arrangements are made between the employee(s) and management.

31.03 Employees shall be permitted two (2) fifteen (15) minute breaks each eight (8) hour work period. Breaks shall be scheduled, by the Employer, on or near 10:00 a.m. or 2:00 p.m. or as determined by work processes.

31.04 Employees working an overtime assignment of not less than four (4) hours shall be entitled to lunch and break periods as set forth above.

ARTICLE XXXII

OVERTIME PAY

32.01 Employees shall receive one and one-half (1 1/2) times their regular hourly rate, or at the employee's option, compensatory time at the rate of time and one-half for all hours actually worked in excess of eight (8) hours per day, or forty (40) hours per week. No employee shall accumulate more than one hundred twenty (120) hours of compensatory time. Any unused compensatory time accumulation shall be paid to the employee on the first pay after December 31st of each year at the employee's regular rate of pay on December 31st.

32.02 For the purpose of computing overtime pay or compensatory time credit, time worked shall include only vacation, holiday and compensatory time but shall exclude sick leave.

32.03 Employees called or scheduled to work on a holiday, as defined herein, shall receive their holiday pay plus one and one-half (1 1/2) times their regular rate, or compensatory time, for hours actually worked.

32.04 Employees shall be permitted to use accumulated compensatory time with not less than one (1) day's notice, or in the case of emergency, at the Employer's discretion. Such compensatory time requests shall not be unreasonably denied.

ARTICLE XXXIII

OVERTIME ASSIGNMENT AND EQUALIZATION

33.01 The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operation of the affected department.

ARTICLE XXXIV

CALL-IN PAY

34.01 An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of three (3) hours pay at the applicable rate of pay, provided such time does not abut or overlap the employee's regularly scheduled work period.

ARTICLE XXXV

WAGES

35.01 All full-time employees in active pay status as of January 1, 2021 shall receive a lump sum amount of \$1,000 as a bonus and shall not be computed in any overtime compensation calculation. The lump sum bonus shall be paid by February 26, 2021 to all eligible employees. All active part-time employee who worked 24 or more hours per week in 2020 shall receive a \$500 lump sum bonus. Active part-time employees who worked between 15-23 hours per week in 2021 shall receive a \$250 lump sum bonus. Active part-time employees who worked less than 15 hours per week in 2020 shall receive a \$100 lump sum bonus. In determining hours per week for 2020, the employee total annual hours in paid status (working or on paid leave) shall be divided by 52 to reach the average per week. Active part-time employees will be paid by February 26, 2021. Effective January 1, 2022, the Wage Schedule set forth in Exhibit B shall be increased by 2.75%.

35.02 The 2020 wage rates will remain in effect until increased as stated herein.

Effective the first full pay period in July 2021, all employee will receive a salary increase of 1.25% over 2020 rate as more fully reflected in the Wage Schedule in Appendix B.

Effective January 1, 2023, Wage Schedule set forth in Exhibit B shall be increased by 3.0%.

35.02

Step 1	Entry to 1 year	\$1.00 less than first year rate in Section 35.01
Step 2	After 1 year	First year rate in Section 35.01
Step 3	After 2 years	Second year rate in Section
Step 4	After 3 years	Third year rate in Section 35.01

35.03 For all new employees, hired on or after January 1, 2010 who are promoted to a new position pursuant to Article 12 of this Agreement or by agreement of the parties, will be paid at first step of new position which is greater than their prior rate of pay pursuant to Articles

35.04 All full time employees who have completed their probationary period and who have obtained CCH certification, as determined by the Chief of Police, shall be paid an annual professional wage supplement of Six Hundred Dollars (\$600). This professional wage supplement will be paid annually in a lump sum amount, the first pay in February.

35.05 Employees who are assigned and actually work in a higher classification shall receive the first year rate for such higher classification for all hours actually worked. If the first year rate of the higher classification is less than the employee's current hourly rate, then the employee will be paid the next step of the higher classification which is greater than the employee's current hourly rate.

35.06 Employees shall receive one separate check for all payments other than payroll, such as accumulated overtime, longevity, or clothing allowance.

35.07 In absence of the Records Clerk, the Jr. Records Clerk shall receive the same hourly rate (Jr. Records Clerk to receive the same hourly rate as the Records Clerk he/she is replacing), providing the Jr. Records Clerk performs the work for one hour or more that work day.

ARTICLE XXXVI

PENSION "PICK-UP"

36.01 As permitted by the Internal Revenue Service and Public Employees Retirement System, the Employer agrees to continue to implement the "salary reduction" method for pension "pick-up".

ARTICLE XXXVII

LONGEVITY

37.01 All employees will be awarded longevity payments at the rate of one hundred dollars (\$100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars (\$500.00), which will be paid in lump sum on the first pay period ending after his anniversary date. Employees with more than five (5) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and the below listed longevity schedule.

5th Anniversary	\$ 500.00	13th Anniversary	\$1,300.00
6th Anniversary	\$ 600.00	14th Anniversary	\$1,400.00
7th Anniversary	\$ 700.00	15th Anniversary	\$1,500.00
8th Anniversary	\$ 800.00	16th Anniversary	\$1,600.00
9th Anniversary	\$ 900.00	17th Anniversary	\$1,700.00
10th Anniversary	\$1,000.00	18th Anniversary	\$1,800.00
11th Anniversary	\$1,100.00	19th Anniversary	\$1,900.00
12th Anniversary	\$1,200.00	20th Anniversary	\$2,000.00

Effective 2013, the longevity steps as set forth above shall be extended by five steps as follows:

21 st Anniversary	\$2,100.00
22 nd Anniversary	\$2,200.00
23 rd Anniversary	\$2,300.00
24 th Anniversary	\$2,400.00
25 th Anniversary	\$2,500.00

ARTICLE XXXVIII

INSURANCE

38.01 The Employer shall offer each full time employee with either individual or family coverage, as appropriate, with medical, vision, and dental coverage as selected by the Employer.

38.02 Effective January 1, 2022 and thereafter, employees' monthly contribution for family or individual coverage shall be:

<u>January 1, 2022</u>	<u>January 1, 2023</u>
Family: \$230.00	Family: \$240
Individual: \$188.00	Individual: \$193

38.03 The Employee's medical coverage exposure, defined as in- network deductible, in- network co-pay, and/or in- network out of pocket maximum, or other plan design, as offset by other payments, including but not limited to HSA employer contributions shall not exceed the following:

	<u>Family plan</u>	<u>Individual plan</u>
2022	\$1,300	\$800
2023	\$1,400	\$850

All Employee insurance premium contributions shall be by payroll deduction. In the event that an employee is not receiving a paycheck said employee will be permitted to voluntarily pay his/her portion of the premium directly to the City for so long as said person is employed.

All Employee insurance premium contributions shall be by payroll deduction. In the event that an employee is not receiving a paycheck said employee will be permitted to voluntarily pay his/her portion of the premium directly to the City for so long as said person is employed.

38.04 The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) for each employee.

38.05 The Employer shall continue to provide liability insurance in the present

amount, providing such insurance continues to be available.

ARTICLE XXXIX

CLOTHING ALLOWANCE

39.01 The Employer will pay a uniform allowance to each active full-time employee each year, providing the employee is employed by the Employer at that time, according to the following schedule. Except for clerical employees in law enforcement departments, clerical employees are not eligible for a clothing allowance.

Animal Control	\$755
Police Department	\$755
Maintenance staff	\$600

The annual allowance as set forth above will be paid in two one-half (1/2) installments in the first pay period in January and July each year.

39.02 All part-time employees required to wear law enforcement uniforms will be paid one-half (1/2) the applicable full-time clothing allowance for their department and will be paid in the same manner in January and July as set forth in section 39.01.

Any employee on leave of absence or unpaid leave for more than three (3) consecutive months shall not be eligible for the clothing allowance provided in this Article.

39.03 The Employer shall continue to provide the foul weather gear it has traditionally provided in the past (e.g. gloves, boots, raincoats, etc.). Such gear shall be supplied as soon as practical after the request. The Employer shall continue to supply uniforms to those positions it presently provides such uniforms.

ARTICLE XL

TOOLS AND EQUIPMENT

40.01 The Employer shall provide employees all tools and equipment the Employer determines is necessary to the adequate performance of their job duties. All appropriate safety equipment shall also be provided.

ARTICLE XLI

PRINTING

41.01 The parties shall share equally in the cost of printing this contract.

ARTICLE XLIII

SCHOOL COST REIMBURSEMENT

43.01 The Employer will reimburse employees for approved expenses necessary to obtain, where directed by the Employer, and/or maintain licenses and/or certifications as required by state law.

ARTICLE XLIV

PERSONAL LOSSES

44.01 Items of equipment or personal belongings of an employee which are damaged or destroyed while on the job, except due to employee negligence, shall be replaced or repaired at the Employer's expense after verification by the Department Head that said item(s) were indeed damaged or destroyed while on the job. Payments under this paragraph shall not exceed two hundred (\$200.00) dollars per calendar year per employee.

ARTICLE XLVI DRUG TESTING

46.01 The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by employees is prohibited in the workplace, except as otherwise may be allowed by law, and employees in violation of this provision may be subject to disciplinary action as set forth in this article. Further, an employee must notify the Employer of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

46.02 The Employer may, at its discretion, implement a drug testing procedure for all employees, providing such procedure is administered pursuant to the provisions hereinafter set forth. The administration of the testing shall be developed by the Union and Employer.

46.03 All employees may be required to submit to a drug test on an annual basis. Additionally, employees who operate heavy equipment, Employer owned motor vehicles and/or other equipment the misuse of which could lead to the injury of other employees or the public, shall be subject to one (1) random drug tests per year, provided such random test is not done for discriminatory purposes.

46.04 All laboratory and other fees shall be paid by the Employer. Any fees for a second test shall be paid by the Employer. The agency or laboratory shall be a professional enterprise capable of administering such testing.

46.05 In the event an employee tests positive for substance abuse, a second exam shall be given to confirm the initial exam. All results from initial and secondary tests shall be kept confidential by the Administration.

46.06 An employee who tests positive for substance abuse shall be referred to the Employee Assistance Program provided in Article XLVII, herein. An employee's refusal to participate in such program or failure to satisfy the requirements of the program shall be subject to disciplinary and discharge action.

ARTICLE XLVII

EMPLOYEE ASSISTANCE PROGRAM

47.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances the employee shall be disciplined or discharged.

47.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employers discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

47.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

ARTICLE XLVIII

GENDER AND PLURAL

48.01 Whenever context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XLIX

HEADINGS

49.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE L

OBLIGATION TO NEGOTIATE

50.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

50.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be

obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.

50.03 Modifications of this Agreement may be made only by mutual agreement of the parties. The party proposing to modify the Agreement shall so notify the other in writing. Within thirty (30) working days thereafter, the parties shall meet to discuss the proposed modification.

ARTICLE LI

CONFORMITY TO LAW

51.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

51.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein. The parties agree to meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE LII

TOTAL AGREEMENT

52.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer, upon notification to the Union.

ARTICLE LIII

DURATION

53.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2022 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2023.

ARTICLE LIV

GRIEVANCE PROCEDURE

54.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

54.02

For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy, between the Employer and the Union or the Employer and the employees, arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b) Aggrieved Party - The "aggrieved party" shall be defined as only any employee, group of employees within the bargaining unit, or Union on behalf of employees within the bargaining unit.
- c) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement

54.03

The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the Union and the aggrieved party, if he so requests.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon the Employer or the Union in future proceedings.

- f) This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.
- g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

54.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall present it in writing to the employee's supervisor within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor shall meet with the employee and his steward or Union President, if either's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's steward or President, if either presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall provide a written answer within five (5) days of the meeting to the steward, and the employee, if he so requests.

Step 2: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the aggrieved party's Department Head within five (5) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The Department Head shall convene a meeting within five (5) days of the receipt of the appeal. The meeting will be held with the aggrieved party and the Local Union President. The Department Head shall issue a written decision to the Union and the aggrieved party, if he requests, within five (5) days from the date of the meeting.

Step 3: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, the Local Union President and his Ohio Council 8 representative, and any other party necessary to provide the required information for the rendering of a proper decision. The

Mayor, or his designee, shall issue a written decision to the Ohio Council 8 representative, the Local Union President and the employee, if he so requests within fifteen (15) days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, they may proceed to mediation as described in Step 4.

Step 4: Mediation - If the grievance is not resolved pursuant to Step 3 above, then either party may initiate mediation of the dispute under the auspices and procedures of the Federal Mediation Conciliation Service (FMCS). Written notice of the Union's demand for mediation shall be served on the Mayor with a copy to the Law Director. Written notice of the City's demand for mediation shall be served on the Union Steward. Notice shall be served on or no later than five (5) business days following the issuance of the decision at Step 3. If the dispute is not resolved within 20 days of the first meeting of the mediation, either party may initiate arbitration of the dispute under the auspices and procedures of the American Arbitration Association. Also, if either party fails to participate in the mediation, the other party may initiate the arbitration.

ARTICLE LV

ARBITRATION PROCEDURE

55.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. An arbitrator will be selected by mutual agreement. If the parties cannot agree within (30) days from the Union's intent to arbitrate, the Union shall require a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Arbitrators names will be stricken alternately from the FMCS list until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

55.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

55.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

55.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the Federal Mediation and Conciliation Service.

55.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. Neither party shall be responsible for any of the expenses incurred by the other party.

55.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

55.07 Except as provided in Section 55.01 above, arbitrators shall be selected pursuant to the rules and procedures of the Federal Mediation and Conciliation Service.

55.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE LVI

EXECUTION

56.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, _____.

Approved as to form: _____

For:
FOP, Lodge 15

President

Larry Antoskiewicz, Mayor
City of North Royalton

Vice President

Eric Dean
Finance Director

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

FOR FOP, Lodge 15:

Staff Representative

APPENDIX A: BARGAINING UNIT JOB CLASSIFICATIONS

Animal Warden
Senior Animal Control Officer
Administrative Secretary IV/Jail Custodian
Clerical I
Clerical II
Clerical/III
Record Room Clerk
Jr. Record Room Clerk
Building Maintenance Technician I
Building Maintenance Technician II
Building Maintenance Technician III

CITY OF NORTH ROYALTON
FOP - Police Support Contract
Wage Schedule 2021

Classification (Job Title)	RATES OF PAY							
	2022				2023			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
		1st Year	2nd Year	3rd Year		1st Year	2nd Year	3rd Year
Animal Warden	\$ 21.10	\$ 22.14	\$ 23.19	\$ 24.30	\$ 21.73	\$ 22.80	\$ 23.88	\$ 25.03
Senior Animal Control Officer	\$ 23.88	\$ 24.92	\$ 26.01	\$ 26.93	\$ 24.59	\$ 25.66	\$ 26.79	\$ 27.74
Admin Secretary IV/Jail Custodian	\$ 22.30	\$ 23.35	\$ 24.27	\$ 25.19	\$ 22.97	\$ 24.05	\$ 25.00	\$ 25.94
Clerical I	\$ 15.31	\$ 16.35	\$ 17.22	\$ 18.09	\$ 15.77	\$ 16.84	\$ 17.73	\$ 18.63
Clerical II	\$ 17.49	\$ 18.53	\$ 19.40	\$ 20.16	\$ 18.01	\$ 19.08	\$ 19.98	\$ 20.77
Clerical III	\$ 19.43	\$ 20.47	\$ 21.22	\$ 22.12	\$ 20.02	\$ 21.09	\$ 21.86	\$ 22.78
Record Room Clerk	\$ 22.30	\$ 23.35	\$ 24.27	\$ 25.19	\$ 22.97	\$ 24.05	\$ 25.00	\$ 25.94
Jr. Record Room Clerk	\$ 19.43	\$ 20.47	\$ 21.22	\$ 22.12	\$ 20.02	\$ 21.09	\$ 21.86	\$ 22.78
Building Maintenance Technician I	\$ 23.22	\$ 24.26	\$ 24.78	\$ 25.28	\$ 23.92	\$ 24.99	\$ 25.52	\$ 26.04
Building Maintenance Technician II	\$ 24.93	\$ 25.97	\$ 26.50	\$ 27.07	\$ 25.67	\$ 26.75	\$ 27.29	\$ 27.88
Building Maintenance Technician III	\$ 26.79	\$ 27.83	\$ 28.54	\$ 29.34	\$ 27.59	\$ 28.66	\$ 29.39	\$ 30.22
	2.75%				3.00%			

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NORTH ROYALTON, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2022

- WHEREAS: Council wishes to provide for the permanent appropriations for current expenses and other expenditures for the year ending December 31, 2022; and
- WHEREAS: A new Ordinance providing for such permanent appropriations is the proper measure to secure such monies.

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, 2022 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	2,000,000.00	Operating
General Fund	SCMR Fund	700,000.00	Operating
General Fund	Enterprise Zone	37,200.00	Operating
General Fund	Police Pension Fund	350,000.00	Operating
General Fund	Fire Pension Fund	480,000.00	Operating
General Fund	General Bond Retirement Fund	600,000.00	Debt Service
YMCA Special Revenue	General Bond Retirement Fund	428,000.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	209,837.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	235,838.00	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 her warrants upon the City Treasury for payment of any certification and vouchers therefore approved by the proper officers authorized by law to approve the same, or an Ordinance or Resolution of the Council to make such expenditures; provided, however, that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with the law or the Ordinances of this Council.

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

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

PRESIDENT OF COUNCIL

APPROVED:

MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CITY OF NORTH ROYALTON
2022 Original Budget Ordinance

	Total 2022 Original Budget Appropriations
GENERAL FUND	
POLICE DEPARTMENT	
Personal Service	3,976,000.00
Contractual Services	319,611.00
Supply & Materials	168,200.00
Capital Outlay	14,500.00
Debt Service	147,000.00
Total Police Department	4,625,311.00
ANIMAL CONTROL	
Personal Service	172,300.00
Contractual Services	4,452.00
Supply & Materials	4,880.00
Capital Outlay	200.00
Total Animal Control Department	181,832.00
FIRE DEPARTMENT	
Personal Service	456,650.00
Contractual Services	355,700.00
Supply & Materials	114,500.00
Total Fire Department	926,850.00
POLICE AND FIRE COMMUNICATIONS	
Personal Service	388,550.00
Contractual Services	817,497.00
Supply & Materials	1,545.00
Capital Outlay	1,500.00
Total Police & Fire Comm	1,209,092.00
STREET LIGHTING	
Contractual Services	100,000.00
Total Street Lighting	100,000.00
CEMETERY DEPARTMENT	
Contractual Services	29,150.00
Supply & Materials	192,690.00
Capital Outlay	42,000.00
Total Cemetery Department	263,840.00
PARKS & RECREATION DEPARTMENT	
Personal Service	577,950.00
Contractual Services	92,121.00
Supply & Materials	145,960.00
Capital Outlay	80,000.00
Total Parks & Recreation Department	896,031.00
PLANNING COMMISSION	
Personal Service	102,600.00
Contractual Services	9,600.00
Supply & Materials	850.00
Total Planning Commission	113,050.00
BOARD OF ZONING	
Personal Service	8,450.00
Contractual Services	3,500.00
Supply & Materials	950.00
Total Board of Zoning	12,900.00
BUILDING DEPARTMENT	
Personal Service	755,450.00
Contractual Services	127,000.00
Supply & Materials	23,800.00
Capital Outlay	46,200.00
Total Building Department	952,450.00

CITY OF NORTH ROYALTON
2022 Original Budget Ordinance

	Total 2022 Original Budget Appropriations
COMMUNITY DEVELOPMENT	
Personal Service	179,850.00
Contractual Services	105,800.00
Supply & Materials	3,750.00
Total Community Development	289,400.00
RUBBISH COLLECTION	
Contractual Services	1,700,000.00
Total Rubbish Collection	1,700,000.00
SERVICE BUILDING AND GROUNDS	
Contractual Services	82,500.00
Supply & Materials	32,000.00
Total Service Bldg. & Grounds	114,500.00
MAYOR'S OFFICE	
Personal Service	271,200.00
Contractual Services	32,200.00
Supply & Materials	3,100.00
Capital Outlay	800.00
Total Mayor's Office	307,300.00
FINANCE DEPARTMENT	
Personal Service	340,700.00
Contractual Services	140,250.00
Supply & Materials	2,500.00
Capital Outlay	2,500.00
Total Finance Department	485,950.00
LEGAL ADMINISTRATION	
Personal Service	376,200.00
Contractual Services	137,300.00
Supply & Materials	10,000.00
Total Legal Administration	523,500.00
ENGINEERING DEPARTMENT	
Personal Service	103,050.00
Contractual Services	234,250.00
Supply & Materials	500.00
Capital Outlay	3,500.00
Total Engineering	341,300.00
LEGISLATIVE	
Personal Service	343,500.00
Contractual Services	81,600.00
Supply & Materials	13,500.00
Capital Outlay	6,000.00
Total Legislative Activity	444,600.00
MAYOR'S COURT	
Personal Service	215,250.00
Contractual Services	44,200.00
Supply & Materials	1,100.00
Total Mayor's Court	260,550.00
CIVIL SERVICE	
Personal Service	5,050.00
Contractual Services	22,400.00
Supply & Materials	200.00
Total Civil Service	27,450.00
CITY HALL BUILDING	
Personal Service	245,650.00
Contractual Services	231,550.00
Supply & Materials	16,000.00
Capital Outlay	15,000.00
Total City Hall Building	508,200.00

CITY OF NORTH ROYALTON
2022 Original Budget Ordinance

	Total 2022 Original Budget Appropriations
OTHER GENERAL GOVERNMENT	
Personal Services	7,500.00
Supply & Materials	265,000.00
Transfers-Out	4,717,200.00
Total - Other General Government	4,989,700.00
TOTAL - GENERAL FUND	19,273,806.00
ENFORCEMENT AND EDUCATIONAL FUND #205	
Personal Service	15,000.00
Supply & Materials	6,000.00
Total - Enforcement & Education	21,000.00
DRUG LAW ENFORCEMENT FUND #206	
Supply & Materials	200.00
Total - Drug Law Enforcement	200.00
POLICE FACILITY OPERATING FUND #207	
Personal Service	985,000.00
Contractual Services	13,450.00
Supply & Materials	59,435.00
Capital Outlay	1,500.00
Total - Police Facility Operating	1,059,385.00
LAW ENFORCEMENT TRUST FUND #208	
Contractual Service	1,500.00
Supply & Materials	5,500.00
Capital Outlay	37,500.00
Total - Law Enforcement Trust	44,500.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209	
Personal Service	3,404,000.00
Contractual Services	77,000.00
Supply & Materials	41,800.00
Total EMS Levy Fund	3,522,800.00
MOTOR VEHICLE LICENSE FUND #210	
Street Repair	225,000.00
Total Motor Vehicle License Fund	225,000.00
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211	
Signals & Signs	
Contractual Services	65,000.00
Supply & Materials	25,000.00
	90,000.00
Street Reconstruction	
Contractual Service	200,000.00
Capital Outlay	1,775,000.00
	1,975,000.00
Street Construction, Maintenance & Repair	
Personal Service	1,955,800.00
Contractual Services	126,350.00
Supply & Materials	521,800.00
Capital Outlay	432,400.00
	3,036,350.00
Snow Removal	
Personal Service	45,550.00
Contractual Services	20,000.00
Supply & Materials	454,000.00
	519,550.00
Total SCMR Fund	5,620,900.00
STATE HIGHWAY FUND #212	
Traffic Signals & Marking	
Contractual Services	25,000.00
Street Maintenance & Repair	
Operating Supplies	30,000.00
Snow & Ice Removal	
Supply & Materials	70,000.00
Total State Highway Fund	125,000.00

CITY OF NORTH ROYALTON
2022 Original Budget Ordinance

	Total 2022 Original Budget Appropriations
CITY INCOME TAX FUND #213	
Contractual Services	500,000.00
Total City Income Tax Fund	500,000.00
POLICE LEVY FUND #215	
Personal Services	1,130,000.00
Contractual Services	2,000.00
Capital Outlay	264,500.00
Total - Police Levy Fund	1,396,500.00
FIRE LEVY FUND #216	
Personal Service	980,000.00
Total Fire Levy Fund	980,000.00
RECYCLING GRANT FUND #217	
Contractual Services	6,000.00
Total Recycling Grant	6,000.00
OFFICE ON AGING FUND #219	
Personal Services	148,750.00
Contractual Services	48,250.00
Supply & Materials	11,550.00
Capital Outlay	800.00
Total Office on Aging Fund	209,350.00
NOPEC GRANT FUND #221	
Capital Outlay	140,000.00
Total Nopec Grant Fund	140,000.00
COURT COMPUTER FUND #236	
Contractual Services	5,000.00
Operating Supplies	5,000.00
Total Court Computer Fund	10,000.00
COMMUNITY DIVERSION PROGRAM FUND #237	
Personal Services	3,500.00
Contractual Services	2,000.00
Operating Supplies	450.00
Total Community Diversion	5,950.00
ENTERPTISE ZONE FUND #239	
Contractual Services	38,800.00
Total Enterprise Zone Fund	38,800.00
YMCA SPECIAL REVENUE FUND #249	
Transfers-Out	428,000.00
Total YMCA Special revenue fund	428,000.00
AMERICAN RESUE PLAN ACT FUNDS#254	
Personal Service	1,574,827.00
Total YMCA Special revenue fund	1,574,827.00
ACCRUED BALANCES FUND #260	
Personal Service	150,000.00
Total Accrued Balances Fund	150,000.00
POLICE PENSION FUND #261	
Personal Service	670,670.00
Total Police Pension Fund	670,670.00
FIRE PENSION FUND #262	
Personal Service	782,277.00
Total Fire Pension Fund	782,277.00
GENERAL BOND RETIREMENT FUND #321	
Contractual Service	15,000.00
Debt Service - Interest	580,000.00
Debt Service - Principal	1,405,000.00
Total General Bond Retirement	2,000,000.00

CITY OF NORTH ROYALTON
2022 Original Budget Ordinance

	Total 2022 Original Budget Appropriations
SPECIAL ASSESSMENT FUND #341	
Contractual Service	2,000.00
Debt Service	125,000.00
Total Special Assessment Fund	127,000.00
SERVICE CAPITAL FUND #430	
Capital Outlay	75,000.00
Total Service Capital Fund	75,000.00
RECREATION CAPITAL IMPROVEMENT FUND #431	
Contractual Services	6,000.00
Capital Outlay	-
Total Rec Capital Improvement	6,000.00
FUTURE CAPITAL IMPROVEMENT FUND #432	
Transfers-Out	209,837.00
Total Future Capital Improvement Fund	209,837.00
STORM AND SEWER DRAINAGE FUND #433	
Contractual Services	62,000.00
Total Storm & Sewer Drainage	62,000.00
FIRE CAPITAL IMPROVEMENT FUND #434	
Contractual Service	37,000.00
Operating Supplies	1,000.00
Capital Outlay	131,000.00
Debt Service	107,813.00
Transfer Out	235,838.00
Total Fire Capital Improvement Fund	512,651.00
YMCA CAPITAL RESERVE FUND #437	
Contractual Services	30,000.00
Total YMCA Capital Imp Fund	30,000.00
WATER MAIN FUND #445	
Contractual Services	15,000.00
Total Water Main Fund	15,000.00
ISSUE 1 - SPRAGUE ROAD FUND #451	
Transfer Out	17,887.00
Total Issue 1 - Sprague Road Fund	17,887.00
TRADITIONS AT ROYALTON PLACE TIF #465	
Capital Outlay	250,000.00
Total Traditions at Royalton Place TIF	250,000.00
WASTEWATER TREATMENT FUND #551	
Sanitary Sewer Treatment	
Personal Services	1,332,500.00
Contractual Services	2,706,700.00
Supply & Materials	475,300.00
Capital Outlay	450,000.00
Total Wastewater Treatment Fund	4,964,500.00

CITY OF NORTH ROYALTON
2022 Original Budget Ordinance

	Total 2022 Original Budget Appropriations
WASTEWATER MAINTENANCE FUND #552	
Storm Sewer & Drainage Maintenance	
Personal Service	710,500.00
Contractual Services	444,600.00
Supply & Materials	189,500.00
Capital Outlay	640,000.00
Total Stormwater & Drainage	1,984,600.00
Wastewater Maintenance	
Personal Service	972,600.00
Contractual Services	377,200.00
Supply & Materials	327,200.00
Capital Outlay	203,000.00
Total Wastewater Maintenance	1,880,000.00
Total WW Maintenance Fund	3,864,600.00
WASTEWATER DEBT SERVICE FUND #553	
Debt Service	1,165,800.00
Total WW Debt Service Fund	1,165,800.00
IMPROVEMENT HOLDING FUND #763	
Refunds	10,000.00
Total Improvement Holding Fund	10,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764	
Other	3,000.00
Total OBBS Fund	3,000.00
BUILDING CONSTRUCTION BOND FUND #766	
Other	70,000.00
Total Bldg. Construction Bond	70,000.00
OFFICE ON AGING DEPOSITS FUND #768	
Other	500.00
Total Office on Aging Deposits	500.00
UNCLAIMED FUNDS #769	
Other	500.00
Total Unclaimed Funds	500.00
FUND TOTALS	50,169,240.00