

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
DECEMBER 7, 2021**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

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**REGULAR ORDER OF BUSINESS**

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

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

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

**THIRD READING CONSIDERATION**

1. **21-78** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION, CHAPTER 212 PUBLIC MEETINGS, SECTION 212.03 OPEN MEETINGS REQUIRED; MINUTES, AND DECLARING AN EMERGENCY. **First reading April 20, 2021. Second reading May 4, 2021.**
2. **21-184** - 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. **First reading November 16, 2021 and referred to Finance Committee. Second reading December 7, 2021.**

**SECOND READING CONSIDERATION**

1. **21-187** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SENIOR TRANSPORTATION CONNECTION, AND DECLARING AN EMERGENCY. **First reading December 7, 2021 and referred to Finance Committee.**
2. **21-194** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 12 PLANNING AND ZONING CODE, CHAPTER 1260 GENERAL PROVISIONS AND DEFINITIONS, 1260.07 DEFINITIONS AND PART 12 PLANNING AND ZONING CODE, CHAPTER 1276 BUSINESS DISTRICTS, SECTION 1276.03 USE REGULATIONS FOR LOCAL BUSINESS DISTRICTS, AND DECLARING AN EMERGENCY. **First reading December 7, 2021 and referred to Building and Building Codes.**
3. **21-195** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 12 PLANNING AND ZONING CODE, CHAPTER 1248 IMPROVEMENTS, SECTION 1248.01 SUBDIVISION IMPROVEMENTS REQUIRED BEFORE FINAL APPROVAL AND SECTION 1248.02 REQUIRED SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS, AND DECLARING AN EMERGENCY. **First reading December 7, 2021 and referred to Building and Building Codes.**

**FIRST READING CONSIDERATION**

- \* 1. **21-196** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF LYNN BRINKMAN.
- \* 2. **21-197** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF DEBRA BURROWS.
- \* 3. **21-198** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF DAVID LOEDING.
4. **21-199** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DALENE M. PRIDE TO AUDIT OHIO BUREAU OF MOTOR VEHICLES RECORDS RELATED TO THE MOTOR VEHICLE LICENSE TAX, AND DECLARING AN EMERGENCY
5. **21-200** - AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO NEW CUSTOMARY AND STANDARD DEPOSITORY AGREEMENTS WITH FIFTH THIRD BANK FOR THE DEPOSIT OF ACTIVE, INACTIVE OR INTERIM PUBLIC FUNDS, AND DECLARING AN EMERGENCY.
6. **21-201** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 20-134 AS AMENDED BY ORDINANCE 21-73, 21-88, 21-117 AND 21-149 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
7. **21-202** - AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT FUNDING FROM THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY'S TRANSPORTATION IMPROVEMENT PROGRAM (TIP) IN THE AMOUNT OF \$529,397.00, WHICH APPROVED FUNDING FOR YORK ROAD (CR-67) REHABILITATION (WALLINGS TO SPRAGUE ROAD), AND DECLARING AN EMERGENCY.
8. **21-203** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF YORK ROAD (CR-46) FROM 160 FEET NORTH OF WALLINGS ROAD TO 360 FEET SOUTH OF SPRAGUE ROAD IN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
9. **21-204** - AN ORDINANCE AMENDING ORDINANCE 21-170 BY INCREASING THE AMOUNT AUTHORIZED TO THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE RIDGE ROAD RESURFACING PROJECT DUE TO BID LETTING FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$126,028.00, AND DECLARING AN EMERGENCY.
10. **21-205** - AN ORDINANCE AMENDING ORDINANCE 15-119 ESTABLISHING VARIOUS BENEFITS FOR ALL FULL TIME NON-UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTION 3 VACATION AND SECTION 4 INSURANCE, AND DECLARING AN EMERGENCY.

11. **21-206** - AN ORDINANCE AMENDING ORDINANCE 15-120 ESTABLISHING VARIOUS BENEFITS FOR THE CHIEF OF POLICE, CHIEF OF FIRE, POLICE CAPTAIN, ASSISTANT CHIEF OF FIRE, AND ANY OTHER FULL-TIME CERTIFIED OFFICER NOT COVERED BY A BARGAINING UNIT AGREEMENT OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
  12. **21-207** - AN ORDINANCE AMENDING ORDINANCE 15-121 ESTABLISHING VARIOUS BENEFITS FOR THE POLICE LIEUTENANTS NOT COVERED BY A BARGAINING UNIT AGREEMENT OF THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
  13. **21-208** - AN ORDINANCE AMENDING ORDINANCE 21-182, ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY.
  14. **21-209** - AN ORDINANCE AMENDING ORDINANCE 21-182, ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES NOT COVERED BY COLLECTIVE BARGAINING AGREEMENTS DURING CALENDAR YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY.
  15. **21-210** - 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.
  16. **21-211** - AN ORDINANCE AMENDING ORDINANCE 21-182, ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES NOT COVERED BY COLLECTIVE BARGAINING AGREEMENTS DURING CALENDAR YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY.
  17. **21-212** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH ROYALTON AND THE NORTH ROYALTON CITY SCHOOL DISTRICT AND DECLARING AN EMERGENCY.
  18. **21-213** - AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF PERMANENT PARCEL NUMBERS 482-27-001 AND 482-27-008 FROM ITS PRESENT RESEARCH OFFICE (RO) ZONING CLASSIFICATION TO RESIDENTIAL (R1B) ZONING CLASSIFICATION AS REQUESTED BY PROPERTY OWNER RUSSELL SPOSIT (CWP ENTERPRISES, LLC), AND DECLARING AN EMERGENCY.
13. Miscellaneous.
  14. Adjournment.

RESOLUTION NO. 21-196

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

## A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF LYNN BRINKMAN

WHEREAS: Lynn Brinkman began her career with the North Royalton Mayor's Office on February 2, 1988; and

**WHEREAS:** Ms. Brinkman began working in the North Royalton Building Department on February 27, 1989 and concluded her service as Administrative IV for the Building Department as of her retirement on October 29, 2021; and

WHEREAS: Lynn always approached her duties with a sincere desire to assist the residents, contractors and customers and with her own unique and delightful sense of humor; and

**WHEREAS:** The Council and the Mayor of the City of North Royalton wish to acknowledge Ms. Brinkman for her many years of community service.

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

Section 1. The Council and the Mayor of the City of North Royalton hereby acknowledge the community service of Lynn Brinkman.

Section 2. Council further recognizes the professionalism and dedication that Ms. Brinkman has demonstrated through her work for the City of North Royalton and through her willingness and desire to better serve the community.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Ms. Brinkman in recognition of her many years of community service.

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

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

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

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

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

YEAS:

NAYS:



RESOLUTION NO. 21-197

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

A RESOLUTION ACKNOWLEDGING THE COMMUNITY  
SERVICE OF DEBRA BURROWS

- WHEREAS: Debra Burrows began her career with the North Royalton Office on Aging on September 9, 1996 and continued her service in this department until her retirement on October 31, 2021; and
- WHEREAS: In her many years of selfless effort to aid the seniors of our community, she became the face of that department and much beloved by the many seniors she served; and
- WHEREAS: The Council and the Mayor of the City of North Royalton wish to acknowledge Ms. Burrows for her many years of devoted community service.

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

- Section 1. The Council and the Mayor of the City of North Royalton hereby acknowledge the community service of Debra Burrows.
- Section 2. Council further recognizes the professionalism and dedication that Ms. Burrows has demonstrated in her work for the City of North Royalton and its senior citizens.
- Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Ms. Burrows in recognition of her many years of community service.

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

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

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

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

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

YEAS:

NAYS:

RESOLUTION NO. 21-198

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

## A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF DAVID LOEDING

WHEREAS: Officer David Loeding took the oath of office as a Patrolman on December 11, 1989 for the North Royalton Police Department; and

**WHEREAS:** In 1995, Officer Loeding served as a Field Training Officer and was promoted to Juvenile Detective; and

WHEREAS: For many years he also served as the Department's Public Information Officer and calmly and professionally responded to the media's inquiries in a manner that was always in keeping with the highest standards; and

WHEREAS: Detective Loeding admirably fulfilled his duties in the Detective Bureau until his retirement on November 19, 2021; and

**WHEREAS:** The Council and the Mayor of the City of North Royalton wish to acknowledge Mr. Loeding for all of his community service.

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

Section 1. The Council and the Mayor of the City of North Royalton do hereby formally acknowledge the community service of Detective David Loeding.

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

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

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

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

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

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

YEAS:

NAYS:

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DALENE M. PRIDE TO AUDIT OHIO BUREAU OF MOTOR VEHICLES RECORDS RELATED TO THE MOTOR VEHICLE LICENSE TAX, AND DECLARING AN EMERGENCY

- WHEREAS: The Director of Finance has recommended that the city enter into an agreement with Dalene M. Pride, an independent governmental affairs consultant, as an efficient and economical means to audit certain Ohio Bureau of Motor Vehicles (“BMV”) records for tax revenue purposes; and
- WHEREAS: The audits will include the BMV’s registration records of selected Ohio taxing districts to determine if all registrations have been correctly allocated. A copy of all incorrect registrations will be transmitted to the appropriate political subdivision for review and challenge within the thirty-day period allowed by the BMV; and
- WHEREAS: Council desires to grant this recommendation and authorize the Mayor to enter into such an agreement, a sample copy of which is attached hereto as Exhibit “A”.

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 Dalene M. Pride to audit certain Ohio Bureau of Motor Vehicles (“BMV”) records for tax revenue purposes, pursuant to terms and conditions as approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into an agreement with Dalene M. Pride to audit certain Ohio Bureau of Motor Vehicles (“BMV”) records for tax revenue purposes.

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:



**Dalene M. Pride**  
Governmental Affairs Consultant  
874 Brookside Drive  
Pickerington, OH 43147  
(614) 837-8430  
email: dalenep@att.net

**AGREEMENT**  
**BUREAU OF MOTOR VEHICLES TAXING DISTRICT AUDITS**

This Agreement authorizes Dalene M. Pride, an independent governmental affairs consultant, to conduct an audit of certain Ohio Bureau of Motor Vehicles records for, and on behalf of, North Royalton, Cuyahoga County, Ohio. The audits will include the following:

The Bureau of Motor Vehicles registration records of various municipalities will be audited and all registrations of North Royalton residents and businesses that have been incorrectly allocated will be recorded on the prescribed forms. A copy of all incorrect registrations will be transmitted to the appropriate political subdivision for review and challenge within the thirty-day period allowed by the Bureau of Motor Vehicles.

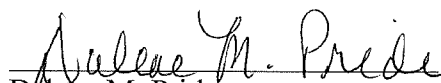
After the thirty-day challenge period has expired, a copy of all incorrect registrations will be forwarded to the Bureau of Motor Vehicles where the appropriate corrections and adjustments will be made.

Dalene M. Pride will conduct the audits and will deliver copies of the "Taxing District/Township Audit Findings Report" forms to the appropriate taxing districts and to the Bureau of Motor Vehicles.

North Royalton, Ohio, will pay Dalene M. Pride the sum of Three Dollars and Fifty Cents (\$3.50) for each incorrect non-IRP license registration and \$10.00 for each IRP truck registration forwarded to the Bureau of Motor Vehicles for correction and adjustment.

North Royalton, Ohio, wishes to have the months of January through December, 2021 and 2022\* audited pursuant to this Agreement.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

  
Dalene M. Pride

North Royalton, Ohio

by \_\_\_\_\_

\* To be determined after completion of 2021 audits

ORDINANCE NO. 21-200

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO NEW CUSTOMARY AND STANDARD DEPOSITORY AGREEMENTS WITH FIFTH THIRD BANK FOR THE DEPOSIT OF ACTIVE, INACTIVE OR INTERIM PUBLIC FUNDS, AND DECLARING AN EMERGENCY

WHEREAS: Fifth Third Bank has made application to the City of North Royalton to continue to be designated a depository of active, inactive or interim public funds; and

WHEREAS: The City of North Royalton desires to enter into a memorandum of agreement with Fifth Third Bank for deposit of active, inactive or interim public funds.

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

Section 1. Council hereby authorizes the Mayor and Finance Director to enter into new customary and standard depository agreements with Fifth Third Bank for the deposit of public funds.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is in the interest of the City of North Royalton public funds to immediately enter into these agreements.

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

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

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

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

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

YEAS:

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 20-134 AS AMENDED BY ORDINANCE 21-73, 21-88, 21-117 AND 21-149 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2021 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

**WHEREAS:** Council wishes to amend the Original Appropriation Ordinance 20-134 as amended by Ordinance 21-73, 21-88, 21-117 and 21-149 for the fiscal year ending December 31, 2021 by transferring and making additional appropriations and providing for transfers between funds.

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

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

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

General Fund	Police Facility Fund	\$ 550,000.00	Operating
General Fund	EMS Levy Fund	1,675,000.00	Operating
General Fund	SCMR Fund	300,000.00	Operating
General Fund	City Income Tax Fund	197,225.00	Operating
General Fund	NOPEC Grant Fund	147,500.00	Advance
General Fund	Enterprise Zone	16,400.00	Operating
General Fund	Police Pension Fund	350,000.00	Operating
General Fund	Fire Pension Fund	450,000.00	Operating
General Fund	General Bond Retirement Fund	700,000.00	Debt Service
YMCA Special Revenue	General Bond Retirement Fund	291,169.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	213,088.00	Debt Service
Future Capital Improvement Fund	NOPEC Grant Fund	3,000.00	Advance
Fire Capital Improvement Fund	General Bond Retirement Fund	146,973.00	Debt Service
Wastewater Treatment Fund	Wastewater Maintenance Fund	430,000.00	Advance

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

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

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

PRESIDENT OF COUNCIL

APPROVED: MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CITY OF NORTH ROYALTON 2021 Amending Budget Ordinance					
	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	Amendments this Ordinance		Total 2021 Appropriations
<b>GENERAL FUND</b>					
<b>POLICE DEPARTMENT</b>					
Personal Service	3,594,000.00	17,000.00	(1,386,643.00)	A/B/C	2,224,357.00
Contractual Services	319,611.00	(5,000.00)			314,611.00
Supply & Materials	168,200.00	15,000.00	15,000.00	D	198,200.00
Capital Outlay	14,500.00	-			14,500.00
Debt Service	147,000.00	-			147,000.00
<b>Total Police Department</b>	<b>4,243,311.00</b>	<b>27,000.00</b>	<b>(1,371,643.00)</b>		<b>2,898,668.00</b>
<b>ANIMAL CONTROL</b>					
Personal Service	163,995.00	-	813.00	B	164,808.00
Contractual Services	4,452.00	-			4,452.00
Supply & Materials	4,880.00	-			4,880.00
Capital Outlay	200.00	-			200.00
<b>Total Animal Control Department</b>	<b>173,527.00</b>	<b>-</b>	<b>813.00</b>		<b>174,340.00</b>
<b>FIRE DEPARTMENT</b>					
Personal Service	457,900.00	(10,000.00)	23,695.00	B/C	471,595.00
Contractual Services	337,100.00	23,000.00			360,100.00
Supply & Materials	95,000.00	-			95,000.00
<b>Total Fire Department</b>	<b>890,000.00</b>	<b>13,000.00</b>	<b>23,695.00</b>		<b>926,695.00</b>
<b>POLICE AND FIRE COMMUNICATIONS</b>					
Personal Service	274,700.00	22,000.00	2,317.00	B	299,017.00
Contractual Services	817,497.00	-			817,497.00
Supply & Materials	1,545.00	-			1,545.00
Capital Outlay	1,500.00	-			1,500.00
<b>Total Police &amp; Fire Comm</b>	<b>1,095,242.00</b>	<b>22,000.00</b>	<b>2,317.00</b>		<b>1,119,559.00</b>
<b>STREET LIGHTING</b>					
Contractual Services	100,000.00	-			100,000.00
<b>Total Street Lighting</b>	<b>100,000.00</b>	<b>-</b>	<b>-</b>		<b>100,000.00</b>
<b>CEMETERY DEPARTMENT</b>					
Contractual Services	29,250.00	-			29,250.00
Supply & Materials	192,690.00	-			192,690.00
Capital Outlay	51,000.00	(8,500.00)			42,500.00
<b>Total Cemetery Department</b>	<b>272,940.00</b>	<b>(8,500.00)</b>	<b>-</b>		<b>264,440.00</b>
<b>PARKS &amp; RECREATION DEPARTMENT</b>					
Personal Service	534,075.00	22,000.00	4,870.00	B	560,945.00
Contractual Services	90,369.00	-	5,000.00	E	95,369.00
Supply & Materials	156,960.00	-	20,000.00	F	176,960.00
Capital Outlay	85,000.00	15,000.00			100,000.00
<b>Total Parks &amp; Recreation Department</b>	<b>866,404.00</b>	<b>37,000.00</b>	<b>29,870.00</b>		<b>933,274.00</b>
<b>PLANNING COMMISSION</b>					
Personal Service	7,400.00	-			7,400.00
Contractual Services	7,800.00	-			7,800.00
Supply & Materials	550.00	-			550.00
<b>Total Planning Commission</b>	<b>15,750.00</b>	<b>-</b>	<b>-</b>		<b>15,750.00</b>
<b>BOARD OF ZONING</b>					
Personal Service	8,450.00	-			8,450.00
Contractual Services	2,500.00	-			2,500.00
Supply & Materials	700.00	-			700.00
<b>Total Board of Zoning</b>	<b>11,650.00</b>	<b>-</b>	<b>-</b>		<b>11,650.00</b>
<b>BUILDING DEPARTMENT</b>					
Personal Service	617,500.00	76,000.00	20,000.00	C	713,500.00
Contractual Services	125,400.00	-			125,400.00
Supply & Materials	23,000.00	-			23,000.00
Capital Outlay	109,200.00	-			109,200.00
<b>Total Building Department</b>	<b>875,100.00</b>	<b>76,000.00</b>	<b>20,000.00</b>		<b>971,100.00</b>
<b>COMMUNITY DEVELOPMENT</b>					
Personal Service	159,750.00	1,600.00	20,079.00	B/C	181,429.00
Contractual Services	185,350.00	(20,000.00)			165,350.00
Supply & Materials	3,600.00	-			3,600.00
<b>Total Community Development</b>	<b>348,700.00</b>	<b>(18,400.00)</b>	<b>20,079.00</b>		<b>350,379.00</b>
<b>RUBBISH COLLECTION</b>					
Contractual Services	1,650,000.00	-			1,650,000.00
<b>Total Rubbish Collection</b>	<b>1,650,000.00</b>	<b>-</b>	<b>-</b>		<b>1,650,000.00</b>
<b>SERVICE BUILDING AND GROUNDS</b>					
Contractual Services	80,300.00	-			80,300.00
Supply & Materials	39,500.00	-			39,500.00
<b>Total Service Bldg. &amp; Grounds</b>	<b>119,800.00</b>	<b>-</b>	<b>-</b>		<b>119,800.00</b>

CITY OF NORTH ROYALTON  
2021 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	Amendments this Ordinance		Total 2021 Appropriations
<b>MAYOR'S OFFICE</b>					
Personal Service	260,150.00	1,900.00	22,198.00	B/C	284,248.00
Contractual Services	33,650.00	(750.00)			32,900.00
Supply & Materials	2,950.00	-			2,950.00
Capital Outlay	1,000.00	750.00			1,750.00
<b>Total Mayor's Office</b>	<b>297,750.00</b>	<b>1,900.00</b>	<b>22,198.00</b>		<b>321,848.00</b>
<b>FINANCE DEPARTMENT</b>					
Personal Service	316,584.00	3,050.00	27,763.00	B/C	347,397.00
Contractual Services	129,950.00	-	5,000.00	G	134,950.00
Supply & Materials	2,250.00	(85.00)			2,165.00
Capital Outlay	1,000.00	85.00			1,085.00
<b>Total Finance Department</b>	<b>449,784.00</b>	<b>3,050.00</b>	<b>32,763.00</b>		<b>485,597.00</b>
<b>LEGAL ADMINISTRATION</b>					
Personal Service	369,300.00	1,300.00	50,001.00	B/C	420,601.00
Contractual Services	137,100.00	-			137,100.00
Supply & Materials	10,000.00	-			10,000.00
Capital Outlay	-	-			-
<b>Total Legal Administration</b>	<b>516,400.00</b>	<b>1,300.00</b>	<b>50,001.00</b>		<b>567,701.00</b>
<b>ENGINEERING DEPARTMENT</b>					
Personal Service	168,700.00	(75,000.00)	11,215.00	B/C	104,915.00
Contractual Services	105,350.00	125,000.00			230,350.00
Supply & Materials	1,200.00	-			1,200.00
Capital Outlay	12,500.00	(10,000.00)			2,500.00
<b>Total Engineering</b>	<b>287,750.00</b>	<b>40,000.00</b>	<b>11,215.00</b>		<b>338,965.00</b>
<b>LEGISLATIVE</b>					
Personal Service	316,900.00	-	12,561.00	B/C	329,461.00
Contractual Services	76,600.00	-	500.00	H	77,100.00
Supply & Materials	12,500.00	-			12,500.00
Capital Outlay	6,000.00	-			6,000.00
<b>Total Legislative Activity</b>	<b>412,000.00</b>	<b>-</b>	<b>13,061.00</b>		<b>425,061.00</b>
<b>MAYOR'S COURT</b>					
Personal Service	194,200.00	-	6,036.00	B/C	200,236.00
Contractual Services	65,100.00	-			65,100.00
Supply & Materials	1,800.00	-			1,800.00
<b>Total Mayor's Court</b>	<b>261,100.00</b>	<b>-</b>	<b>6,036.00</b>		<b>267,136.00</b>
<b>CIVIL SERVICE</b>					
Personal Service	5,050.00	-			5,050.00
Contractual Services	2,900.00	25,000.00			27,900.00
Supply & Materials	-	200.00			200.00
<b>Total Civil Service</b>	<b>7,950.00</b>	<b>25,200.00</b>	<b>-</b>		<b>33,150.00</b>



CITY OF NORTH ROYALTON  
2021 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	Amendments this Ordinance		Total 2021 Appropriations
<b>CITY HALL BUILDING</b>					
Personal Service	144,200.00	-	393.00	B	144,593.00
Contractual Services	183,800.00	38,000.00			221,800.00
Supply & Materials	17,400.00	-	2,500.00	I	19,900.00
Capital Outlay	1,000.00	10,000.00	2,500.00	J	13,500.00
<b>Total City Hall Building</b>	<b>346,400.00</b>	<b>48,000.00</b>	<b>5,393.00</b>		<b>399,793.00</b>
<b>OTHER GENERAL GOVERNMENT</b>					
Personal Services	10,000.00	-	2,500.00	K	12,500.00
Supply & Materials	225,000.00	99,000.00			324,000.00
Transfers-Out	3,866,400.00	325,000.00	47,225.00	O	4,238,625.00
<b>Total - Other General Government</b>	<b>4,101,400.00</b>	<b>424,000.00</b>	<b>49,725.00</b>		<b>4,575,125.00</b>
<b>TOTAL - GENERAL FUND</b>	<b>17,342,958.00</b>	<b>691,550.00</b>	<b>(1,084,477.00)</b>		<b>16,950,031.00</b>
<b>ENFORCEMENT AND EDUCATIONAL FUND #205</b>					
Personal Service	15,000.00	-			15,000.00
Supply & Materials	6,000.00	-			6,000.00
<b>Total Enforcement &amp; Education Fund</b>	<b>21,000.00</b>	<b>-</b>	<b>-</b>		<b>21,000.00</b>
<b>DRUG LAW ENFORCEMENT FUND #206</b>					
Supply & Materials	200.00	-			200.00
<b>Total Drug Law Enforcement Fund</b>	<b>200.00</b>	<b>-</b>	<b>-</b>		<b>200.00</b>
<b>POLICE FACILITY OPERATING FUND #207</b>					
Personal Service	907,500.00	(4,000.00)	27,254.00	B/C	930,754.00
Contractual Services	13,450.00	4,000.00	1,000.00	L	18,450.00
Supply & Materials	59,435.00	-	1,000.00	M	60,435.00
Capital Outlay	1,500.00	-			1,500.00
<b>Total Police Facility Operating Fund</b>	<b>981,885.00</b>	<b>-</b>	<b>29,254.00</b>		<b>1,011,139.00</b>
<b>LAW ENFORCEMENT TRUST FUND #208</b>					
Contractual Service	1,500.00	-	(500.00)	N	1,000.00
Supply & Materials	5,500.00	2,000.00	500.00	N	8,000.00
Capital Outlay	37,500.00	(2,000.00)			35,500.00
<b>Total Law Enforcement Trust Fund</b>	<b>44,500.00</b>	<b>-</b>	<b>-</b>		<b>44,500.00</b>
<b>EMERGENCY MEDICAL SERVICE LEVY FUND #209</b>					
Personal Service	2,925,500.00	175,000.00	50,000.00	C	3,150,500.00
Contractual Services	67,800.00	-	(8,000.00)	Offset	59,800.00
Supply & Materials	39,700.00	-	(10,000.00)	Offset	29,700.00
<b>Total EMS Levy Fund</b>	<b>3,033,000.00</b>	<b>175,000.00</b>	<b>32,000.00</b>		<b>3,240,000.00</b>
<b>MOTOR VEHICLE LICENSE FUND #210</b>					
Street Repair	230,000.00	-			230,000.00
<b>Total Motor Vehicle License Fund</b>	<b>230,000.00</b>	<b>-</b>	<b>-</b>		<b>230,000.00</b>
<b>STREET CONSTRUCTION, MAINTENANCE, &amp; REPAIR FUND #211</b>					
Signals & Signs					
Contractual Services	55,000.00	17,500.00			72,500.00
Supply & Materials	25,000.00	-			25,000.00
	80,000.00	17,500.00	-		97,500.00
Street Reconstruction					
Contractual Service	65,000.00	135,000.00			200,000.00
Capital Outlay	1,950,000.00	(60,000.00)			1,890,000.00
	2,015,000.00	75,000.00	-		2,090,000.00
Street Construction, Maintenance & Repair					
Personal Service	1,853,650.00	-	112,360.00	B/C	1,966,010.00
Contractual Services	139,775.00	-	(25,000.00)	Offset	114,775.00
Supply & Materials	451,500.00	-	(87,360.00)	Offset	364,140.00
Capital Outlay	-	115,000.00			115,000.00
	2,444,925.00	115,000.00	-		2,559,925.00

CITY OF NORTH ROYALTON 2021 Amending Budget Ordinance				
	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	Amendments this Ordinance	Total 2021 Appropriations
Snow Removal				
Personal Service	112,000.00	-		112,000.00
Contractual Services	15,000.00	-		15,000.00
Supply & Materials	450,000.00	-		450,000.00
Capital Outlay	406,000.00	(30,000.00)		376,000.00
	983,000.00	(30,000.00)	-	953,000.00
<b>Total SCMR Fund</b>	<b>5,522,925.00</b>	<b>177,500.00</b>	<b>-</b>	<b>5,700,425.00</b>
<b>STATE HIGHWAY FUND #212</b>				
Traffic Signals & Marking				
Contractual Services	25,000.00	-		25,000.00
Street Maintenance & Repair				
Operating Supplies	30,000.00	-		30,000.00
Snow & Ice Removal				
Supply & Materials	70,000.00	-		70,000.00
<b>Total State Highway Fund</b>	<b>125,000.00</b>	<b>-</b>	<b>-</b>	<b>125,000.00</b>
<b>CITY INCOME TAX FUND #213</b>				
Contractual Services	500,000.00	150,000.00	47,225.00	697,225.00
<b>Total City Income Tax Fund</b>	<b>500,000.00</b>	<b>150,000.00</b>	<b>47,225.00</b>	<b>697,225.00</b>
<b>POLICE LEVY FUND #215</b>				
Personal Services	1,300,000.00	-		1,300,000.00
Contractual Services	2,000.00	-		2,000.00
Capital Outlay	264,500.00	-		264,500.00
<b>Total Police Levy Fund</b>	<b>1,566,500.00</b>	<b>-</b>	<b>-</b>	<b>1,566,500.00</b>
<b>FIRE LEVY FUND #216</b>				
Personal Service	980,000.00	-		980,000.00
<b>Total Fire Levy Fund</b>	<b>980,000.00</b>	<b>-</b>	<b>-</b>	<b>980,000.00</b>
<b>RECYCLING GRANT FUND #217</b>				
Contractual Services	6,000.00	-		6,000.00
<b>Total Recycling Grant Fund</b>	<b>6,000.00</b>	<b>-</b>	<b>-</b>	<b>6,000.00</b>
<b>OFFICE ON AGING FUND #219</b>				
Personal Services	141,180.00	-	6,130.00	147,310.00
Contractual Services	46,550.00	-	(3,065.00)	43,485.00
Supply & Materials	11,550.00	-	(3,065.00)	8,485.00
Capital Outlay	800.00	-		800.00
<b>Total Office on Aging Fund</b>	<b>200,080.00</b>	<b>-</b>	<b>-</b>	<b>200,080.00</b>
<b>NOPEC GRANT FUND #221</b>				
Contractual Services	-	10,000.00		10,000.00
Capital Outlay	120,000.00	25,500.00		145,500.00
<b>Total NOPEC Grant Fund</b>	<b>120,000.00</b>	<b>35,500.00</b>	<b>-</b>	<b>155,500.00</b>
<b>COURT COMPUTER FUND #236</b>				
Contractual Services	10,000.00	-		10,000.00
Operating Supplies	5,000.00	-		5,000.00
Capital Outlay	4,300.00	-		4,300.00
<b>Total Court Computer Fund</b>	<b>19,300.00</b>	<b>-</b>	<b>-</b>	<b>19,300.00</b>
<b>COMMUNITY DIVERSION PROGRAM FUND #237</b>				
Personal Services	5,500.00	-		5,500.00
Contractual Services	2,000.00	-		2,000.00
Operating Supplies	450.00	-		450.00
<b>Total Community Diversion Program Fund</b>	<b>7,950.00</b>	<b>-</b>	<b>-</b>	<b>7,950.00</b>
<b>ENTERPRISE ZONE FUND #239</b>				
Contractual Services	18,150.00	20,650.00		38,800.00
<b>Total Enterprise Zone Fund</b>	<b>18,150.00</b>	<b>20,650.00</b>	<b>-</b>	<b>38,800.00</b>
<b>YMCA SPECIAL REVENUE FUND #249</b>				
Transfers-Out	344,000.00	(52,831.00)		291,169.00
<b>Total YMCA Special Revenue Fund</b>	<b>344,000.00</b>	<b>(52,831.00)</b>	<b>-</b>	<b>291,169.00</b>
<b>LOCAL CORONAVIRUS RELIEF FUND #252</b>				
Personal Service	-	33,900.00		33,900.00
Operating Supplies	-	7,958.00		7,958.00
<b>Total Local Coronavirus Relief Fund</b>	<b>-</b>	<b>41,858.00</b>	<b>-</b>	<b>41,858.00</b>
<b>ARPA FEDERAL FUND #254</b>				
Personal Service	-	-	1,500,000.00	1,500,000.00
Capital Outlay	-	750,000.00	(750,000.00)	-
<b>Total Local Coronavirus Relief Fund</b>	<b>-</b>	<b>750,000.00</b>	<b>750,000.00</b>	<b>1,500,000.00</b>

CITY OF NORTH ROYALTON  
2021 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	Amendments this Ordinance	Total 2021 Appropriations
<b>ACCRUED BALANCES FUND #260</b>				
Personal Service	200,000.00	150,000.00		350,000.00
<b>Total Accrued Balances Fund</b>	200,000.00	150,000.00	-	350,000.00
<b>POLICE PENSION FUND #261</b>				
Personal Service	650,670.00	-	25,000.00	P 675,670.00
<b>Total Police Pension Fund</b>	650,670.00	-	25,000.00	675,670.00
<b>FIRE PENSION FUND #262</b>				
Personal Service	730,300.00	-	25,000.00	Q 755,300.00
<b>Total Fire Pension Fund</b>	730,300.00	-	25,000.00	755,300.00
<b>GENERAL BOND RETIREMENT FUND #321</b>				
Supply & Materials	10,000.00	-	4,500.00	R 14,500.00
Debt Service - Interest	400,000.00	5,000.00	(4,500.00)	R 400,500.00
Debt Service - Principal	1,060,000.00	275,000.00		1,335,000.00
<b>Total General Bond Retirement Fund</b>	1,470,000.00	280,000.00	-	1,750,000.00
<b>SPECIAL ASSESSMENT FUND #341</b>				
Other	10,000.00	(10,000.00)		-
Debt Service	105,000.00	20,000.00		125,000.00
<b>Total Special Assessment Fund</b>	115,000.00	10,000.00	-	125,000.00
<b>SERVICE CAPITAL FUND #430</b>				
Capital Outlay	-			-
Debt Service	67,000.00	-		67,000.00
<b>Total Service Capital Fund</b>	67,000.00	-	-	67,000.00
<b>RECREATION CAPITAL IMPROVEMENT FUND #431</b>				
Contractual Services	-	20,000.00		20,000.00
Capital Outlay	46,000.00	(1,500.00)		44,500.00
<b>Total Rec Capital Improvement Fund</b>	46,000.00	18,500.00	-	64,500.00
<b>FUTURE CAPITAL IMPROVEMENT FUND #432</b>				
Professional Services	-	20,000.00		20,000.00
Capital Outlay	-	300,000.00		300,000.00
Transfers-Out	213,088.00	3,000.00		216,088.00
<b>Total Future Capital Improvement Fund</b>	213,088.00	323,000.00	-	536,088.00
<b>STORM AND SEWER DRAINAGE FUND #433</b>				
Contractual Services	62,000.00	-		62,000.00
<b>Total Storm &amp; Sewer Drainage Fund</b>	62,000.00	-	-	62,000.00
<b>FIRE CAPITAL IMPROVEMENT FUND #434</b>				
Contractual Service	37,000.00	-		37,000.00
Operating Supplies	-	1,000.00		1,000.00
Capital Outlay	1,000.00	99,000.00		100,000.00
Debt Service	100,000.00	7,813.00		107,813.00
Transfer Out	107,813.00	39,160.00		146,973.00
Advance Out	146,973.00	(146,973.00)		-
<b>Total Fire Capital Improvement Fund</b>	392,786.00	-	-	392,786.00
<b>YMCA CAPITAL RESERVE FUND #437</b>				
Contractual Services	30,000.00	-		30,000.00
Capital Outlay	-	25,000.00		25,000.00
<b>Total YMCA Capital Imp Fund</b>	30,000.00	25,000.00	-	55,000.00

CITY OF NORTH ROYALTON  
2021 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	Amendments this Ordinance	Total 2021 Appropriations
<b>EXCESSIVE LOAD FUND #444</b>				
Contractual Services	-	-		-
Capital Outlay	-	10,500.00		10,500.00
<b>Total Wallings Road Fund</b>	-	10,500.00	-	10,500.00
<b>WATER MAIN FUND #445</b>				
Capital Outlay	15,000.00	-		15,000.00
<b>Total Water Main Fund</b>	15,000.00	-	-	15,000.00
<b>YMCA CAPITAL IMPROVEMENT FUND #449</b>				
Contractual Services	-	-	-	-
<b>Total YMCA Capital Imp Fund</b>	-	-	-	-
<b>ISSUE 1 - SPRAGUE ROAD FUND #451</b>				
Transfer Out	17,887.00	-		17,887.00
<b>Total Issue 1 - Sprague Rd. Fund</b>	17,887.00	-	-	17,887.00
<b>ENERGY CONSERVATION PROJECT CAPITAL FUND #463</b>				
Capital Outlay	-	9,925.00		9,925.00
<b>Total Energy Conservation Project Capital Fund</b>	-	9,925.00	-	9,925.00
<b>TRADITIONS AT ROYALTON PLACE TIF #465</b>				
Capital Outlay	-	195,000.00		195,000.00
<b>Total Traditions at Royalton Place TIF#465</b>	-	195,000.00	-	195,000.00
<b>WASTEWATER TREATMENT FUND #551</b>				
Sanitary Sewer Treatment				
Personal Services	1,276,100.00	10,000.00	107,556.00	B/C 1,393,656.00
Contractual Services	2,472,800.00	-	(250,000.00)	Offset 2,222,800.00
Supply & Materials	466,800.00	-	(100,000.00)	Offset 366,800.00
Capital Outlay	300,000.00	200,000.00	(300,000.00)	Offset 200,000.00
Advance Out	-	-	430,000.00	S 430,000.00
<b>Total Wastewater Treatment Fund</b>	4,515,700.00	210,000.00	(112,444.00)	4,613,256.00
<b>WASTEWATER MAINTENANCE FUND #552</b>				
Storm Sewer & Drainage Maintenance				
Personal Service	747,200.00	(44,000.00)	2,496.00	B/C 705,696.00
Contractual Services	302,600.00	-		302,600.00
Supply & Materials	167,500.00	-	(25,000.00)	Offset 142,500.00
Capital Outlay	572,000.00	-	430,000.00	S 1,002,000.00
<b>Total Stormwater &amp; Drainage</b>	1,789,300.00	(44,000.00)	407,496.00	2,152,796.00
Wastewater Maintenance				
Personal Service	1,002,840.00	44,000.00	33,987.00	B/C 1,080,827.00
Contractual Services	269,600.00	57,900.00	(33,987.00)	Offset 293,513.00
Supply & Materials	195,000.00	300,000.00		495,000.00
Capital Outlay	452,000.00	-		452,000.00
<b>Total Wastewater Maintenance</b>	1,919,440.00	401,900.00	-	2,321,340.00
<b>Total WW Maintenance Fund</b>	3,708,740.00	357,900.00	407,496.00	4,474,136.00
<b>WASTEWATER DEBT SERVICE FUND #553</b>				
Debt Service	733,300.00	-	193,186.00	T 926,486.00
<b>Total WW Debt Service Fund</b>	733,300.00	-	193,186.00	926,486.00
<b>WASTEWATER REPAIR AND REPLACEMENT FUND #555</b>				
Transfers-Out	200,000.00	(200,000.00)		-
<b>Total WW Repair &amp; Replacem't</b>	200,000.00	(200,000.00)	-	-
<b>OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710</b>				
Personal Services	-	-		-
Contractual Service	-	-		-
Other Operating	-	-		-
Transfer-Out				-
<b>Total OGBC Fund</b>	-	-	-	-
<b>IMPROVEMENT HOLDING FUND #763</b>				
Refunds	30,000.00	-		30,000.00
<b>Total Improvement Holding Fund</b>	30,000.00	-	-	30,000.00

CITY OF NORTH ROYALTON  
2021 Amending Budget Ordinance

	Original Appropriations Per Ordinance# 2020-134	Prior Amendments Subtotal	Amendments this Ordinance	Total 2021 Appropriations
<b>OHIO BOARD OF BUILDING STANDARDS FUND #764</b>				
Other	10,000.00	-		10,000.00
<b>Total OBBS Fund</b>	<u>10,000.00</u>	<u>-</u>	<u>-</u>	<u>10,000.00</u>
<b>BUILDING CONSTRUCTION BOND FUND #766</b>				
Other	50,000.00	-	33,000.00	83,000.00
<b>Total Bldg. Construction Bond Fund</b>	<u>50,000.00</u>	<u>-</u>	<u>33,000.00</u>	<u>83,000.00</u>
<b>OFFICE ON AGING DEPOSITS FUND #768</b>				
Other	1,000.00	-		1,000.00
<b>Total Office on Aging Deposits Fund</b>	<u>1,000.00</u>	<u>-</u>	<u>-</u>	<u>1,000.00</u>
<b>UNCLAIMED FUNDS #769</b>				
Other	500.00	-		500.00
<b>Total Unclaimed Funds</b>	<u>500.00</u>	<u>-</u>	<u>-</u>	<u>500.00</u>
<b>FUND TOTALS</b>	<u>44,322,419.00</u>	<u>3,379,052.00</u>	<u>(404,760.00)</u>	<u>48,046,711.00</u>

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT FUNDING FROM THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY’S TRANSPORTATION IMPROVEMENT PROGRAM (TIP) IN THE AMOUNT OF \$529,397.00, WHICH APPROVED FUNDING FOR YORK ROAD (CR-67) REHABILITATION (WALLINGS TO SPRAGUE ROAD), AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton has been awarded a grant in the amount of \$529,397.00 from the Northeast Ohio Areawide Coordinating Agency’s Transportation Improvement Program (TIP); and
- WHEREAS: This funding has been approved by the Northeast Ohio Areawide Coordinating Agency’s Transportation Improvement Program (TIP) to be applied towards the construction York Road (CR-67) Rehabilitation (Wallings to Sprague Road); and
- WHEREAS: Council desires to authorize the Mayor to accept this funding from the Northeast Ohio Areawide Coordinating Agency’s Transportation Improvement Program (TIP) for the construction of York Road as described.

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 accept funding from the Northeast Ohio Areawide Coordinating Agency’s Transportation Improvement Program (TIP) in the amount of \$529,397.00 to construct York Road (CR-67) (Wallings to Sprague Road) in accord with the terms and conditions set forth in Exhibit A attached hereto and incorporated by reference herein and subject to approval by the Director of Law.
- Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to confirm and accept the grant from the Northeast Ohio Areawide Coordinating Agency in the amount of \$529,397.00 for the construction of York Road (CR-67) (Wallings to Sprague Road) and to set in motion the process necessary to secure the actual construction thereof at the earliest date.

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:

Scanned + sent  
to Justin 1-26-2021



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Ward 15

**Ex Officio Member:**  
Kurt Prince, District Chief  
Northeast District  
Office, Ohio Environmental

• Executive Committee Members

Grace Gallucci, NOACA Executive Director

October 17, 2019

The Honorable Robert A. Stefanik  
Mayor  
City of North Royalton  
14600 State Road  
North Royalton, Ohio 44133

RE: NOACA 2021-2024 TIP Funding Award and Agreement

Dear Mayor Stefanik,

Congratulations! On September 13, 2019, the Northeast Ohio Areawide Coordinating Agency (NOACA) Board of Directors approved the NOACA funded portion of the funding State Fiscal Year 2021-2024 Transportation Improvement Program (TIP). We are pleased to inform you that the following project was selected for funding as it represents an alignment of NOACA and community priorities toward the implementation of the region's *AIM Forward 2040* long-range transportation plan.

Project Name	NOACA Funding	SFY
York Road Rehabilitation (Wallings Road to Sprague Road)	\$529,397 (80% STBG)	2022

Thus, NOACA will provide eligible construction costs, up to the maximum amount in the specified State Fiscal Year of implementation. The local share must be provided from a non-federal funding source.

This funding award represents a partnership between the City of North Royalton and NOACA to develop and implement the stated project. Enclosed with this letter are 'Sponsor Partnership Responsibilities' that the project sponsor must agree to as a condition of accepting funding. Please read all of the conditions carefully, sign, and return as soon as possible. After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the project in the TIP for the stated funding amount and indicated year of implementation.

If you have any questions, please do not hesitate to call me at (216) 241-2414, Ext. 100. Also, your staff may contact Randy Lane, Director of Programming, at (216) 241-2414 ext. 300 or by email at [rlane@mpo.noaca.org](mailto:rlane@mpo.noaca.org).

On behalf of NOACA, we are excited to be a partner toward the successful planning and implementation of your project.

Respectfully,

Grace Gallucci  
Executive Director

CC: Thomas J. Jordan, Director of Community Development

RECEIVED  
OCT 24 2019  
MAJOR VOICE  
CITY OF NORTH ROYALTON

1299 Superior Ave., Cleveland, Ohio 44114-3204 Phone: 216-241-2414 FAX: 216-621-3024

Web: [www.noaca.org](http://www.noaca.org)

[noaca.org](https://www.facebook.com/noaca.org)

[@noaca\\_mpo](https://twitter.com/noaca_mpo)

## **NOACA 2021-2024 TIP Project Award – Sponsor Partnership Responsibilities**

**Sponsor Agency:** City of North Royalton

**Project(s):**

<b>Project Name</b>	<b>NOACA Funding</b>	<b>SFY</b>
York Road Rehabilitation (Wallings Road to Sprague Road)	\$529,397 (80% STBG)	2022

The sponsor shall work with NOACA as a partner in the development and implementation of the stated project(s). To ensure NOACA program objectives are being met, NOACA participation and approval is required for each activity listed below. If these conditions are not met, NOACA reserves the right to cancel this agreement and withdraw or reduce its funding commitment.

1. NOACA participation in the project kick off/scope meeting between the sponsor, its consultants, ODOT, and other stakeholders (as applicable).
2. NOACA participation in any formed project steering and stakeholder committee, inclusive of agenda setting and schedule of meetings (if applicable).
3. NOACA review and approval of the original, and any proposed modifications to, project scope of services, delivery milestone dates, and staged design plans.
4. NOACA participation in and approval of the project public engagement and involvement process and related materials.
5. NOACA participation in and approval of Media, press releases and other widespread external communications and events regarding the project.

NOACA will provide timely coordination and review in the issuance of any comments and approval of these items in its role as project partner.

After we receive your signed acknowledgement of Sponsor Partnership Responsibilities, NOACA will work with the appropriate state and federal agencies to program the project in the TIP for the stated funding amount and indicated year of implementation.

Robert A. Stephenson, Mayor  
Authorized Agency Representative

10-28-19  
Date

\_\_\_\_\_  
Grace Gallucci, Executive Director, NOACA

\_\_\_\_\_  
Date



ORDINANCE NO. 21-203

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF YORK ROAD (CR-46) FROM 160 FEET NORTH OF WALLINGS ROAD TO 360 FEET SOUTH OF SPRAGUE ROAD IN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton, Ohio (herein after referred to as LPA) has determined the need for the described project:

**Resurface York Road (CR-46) from 160 feet north of Wallings Road to 360 feet south of Sprague Road in the City of North Royalton.**

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

Section 1. CONSENT STATEMENT

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

Section 2. COOPERATION STATEMENT

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

**The LPA agrees to assume and contribute the entire cost and expense of the improvement less the amount of Federal-aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, United States Department of Transportation. The LPA agrees to assume and bear one hundred percent (100%) of the cost of preliminary engineering, right-of-way and environmental documentation.**

**The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.**

**The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.**

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Section 3. AUTHORITY TO SIGN

The LPA hereby authorizes the Mayor of said City to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the Mayor is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

Section 4. UTILITIES AND RIGHT-OF-WAY STATEMENT

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 5. MAINTENANCE

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 6. EMERGENCY MEASURE

The ordinance is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force 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:

**CERTIFICATE OF COPY  
STATE OF OHIO**

The City of North Royalton, Cuyahoga County, Ohio

I, Dana A. Schroeder, as Clerk of the City of North Royalton, Ohio, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the legislative Authority of the said City of North Royalton on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SEAL(If Applicable)

CUYAHOGA

---

CLERK  
CITY OF NORTH ROYALTON OF  
COUNTY, OHIO

(If the LPA is designated as a City then the “City Seal” is required. If no Seal, then a letter stating “No Seal is required to accompany the executed legislation.)

CFDA 20.205

## LPA FEDERAL ODOT-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the **City of North Royalton, 14600 State Road, North Royalton , Ohio 44133**, hereinafter referred to as the LPA..

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **resurfacing of York Road (CR-46) from 160 feet north of Wallings Road to 360 feet south of Sprague Road in the City of North Royalton; PID 112499 CUY-York Road** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

### 2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

#### A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
- 23 CFR 645 - Utilities
- 48 CFR Part 31 – Federal Acquisition Regulations
- 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC 112 "Letting of Contracts"
- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$ 661,746.25 as set forth in Attachment 1.

ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 529,397.00 in Federal MPO-STP funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The **LPA** must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

3.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District

within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

- 3.7 Payment or reimbursement to the LPA shall be submitted to:

<b>City of North Royalton</b>
<b>14600 State Road</b>
<b>North Royalton, Ohio 44133</b>

#### 4. PROJECT DEVELOPMENT

- 4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website ([www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)). Responsibilities for development of the PROJECT shall be as follows and further described herein:

### **LPA ODOT Let Project Responsibility Assignments**

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.7.
	Cost Estimates	X		LPA/Consultant shall prepare in Estimator format.

	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 6 for detailed requirements.
	Utility Relocation	X		Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X		ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.

	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- 4.6 Environmental Responsibilities
- A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act.
  - B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
  - C. ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
  - D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
  - E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
  - F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
  - G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.



#### 4.7 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
  - 1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
  - 2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
  - 3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

#### 5. CONSULTANT SELECTION AND ADMINISTRATION

##### 5.1 General Requirements

- A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.
- B. The LPA must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition" as a contract document in all of its consultant contracts.
- C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.
- E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.

- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and 153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right-of-way acquisition services and administration of construction contract claims.

5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering

A. Policies in Selection of Consultants

1. Restrictions Concerning LPA Preferences

The LPA **shall not** offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.

2. Communications Restrictions

Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:

During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:

a. Communications which are strictly prohibited:

- (1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.

b. Allowable communications include:

- (1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.
- (2) Technical or scope of services questions specific to projects posted with a programmatic group.

c. When completed selections must be publicly announced.

3. Advertisement

For selection procedures that require public notification, Requests for Letters of Interest “RFLol” must be advertised on the Consultant Services page of ODOT’s website.

4. Disclosure of Selection Information

All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.

Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.

5. Supporting Documentation

Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.

6. Prohibited Selection Factors

a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

b. In-State or local **preference** shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.

Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local **presence** as a nominal evaluation factor where appropriate.

B. Consultant Selection Processes

The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.

The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.

The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.

1. Programmatic Selection Process

The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non-complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form.. The “Programmatic” selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.

2. Technical Proposal Selection Process

The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:

- a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.
- b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.
- c. Specialized services for which the LPA has limited experience and performance records for past projects.
- d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.

The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then “shortlisting” to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.

Discussions, if required by the RFLol, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLol.

The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.

3. Emergency Selection Process

The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

4. Small Purchase Selection Process

The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:

- a. The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.

In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- b. The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.
- c. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

5. Special Expertise Selection Process

The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.

C. Selection Procedures – Programmatic Selection Process

1. Letter of Interest Content

Requests for Letters of Interest (RFLol) shall include the following:

- a. Project name from Ellis (County-Route-Section);
- b. A description of the project including the location.
- c. A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.),

and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.

- d. Any restrictions on communicating with government officials during the selection process.
- e. Any restrictions concerning suspended or debarred firms.
- f. Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.
- g. The approximate construction cost if available.
- h. Any special provisions or contract requirements associated with the services.
- i. The following notification:

*The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low-income status, or limited English proficiency in consideration for an award.*

- j. The DBE Goal requirements and related selection procedures.
- k. Major work elements involved.
- l. A detailed scope of services for the agreement.
- m. The ODOT prequalification(s) required to provide the services;
- n. Subfactors - Any important aspects of a project, if any, that will play a large role in the consultant selection process.

In-State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

- o. The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.
- p. Estimated date of authorization.
- q. Time period in which the work must be completed.
- r. Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.
- s. Required content of the letter of interest (RFLol) including;
  - (1) The firm's general qualifications.
  - (2) Proposed key staff including key subconsultant staff and project approach.
  - (3) A listing of subconsultants including project responsibility.
  - (4) Whether resumes of key staff members must be submitted.
  - (5) Other information needed to make an informed selection decision.

## 2. Evaluation Process

- a. Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:
  - (1) Compliance with general Lol requirements, current negligence issues, and ongoing performance issues identified through CES, overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.
  - (2) Inclusion on the list of firms suspended or debarred by the Federal Government.
  - (3) For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.
- b. Compliance with prequalification requirements.

- c. Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.

In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.

- d. For each project, rate each shortlisted firm using the selection rating form.

Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.

### 3. Selection Rating Procedures

- a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23 CFR 172 and ORC 153.65 – 153.71.
- b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.
- c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors



4. ODOT's Consultant Selection Rating Form and Selection Rating Notes

Category	Total Value	Scoring Criteria	Score
<b>Management &amp; Team</b>			
Project Manager	10	See Note a. below	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
<b>Consultant's Past Performance</b>	30	See Note d. below	
<b>Project Approach</b>	25	See Note e. below	
<b>Total</b>	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered.

a. Project Manager

The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.

b. Strength/Experience of Assigned Staff including Subconsultants

The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, ODOT and other agencies may be contacted.

c. Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)

In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.

d. Consultant's Past Performance

The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

e. Project Approach

Evaluation of the firm's project approach shall consider:

- (1) The firm's technical approach and understanding of the project.
- (2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.
- (3) Any innovative ideas.

When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.

- (4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.

D. Negotiation of Consultant Agreements

Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.

E. Agreements

ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.

F. Documentation of Consultant Selections

The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files.

1. A copy of the Request for Proposal and the date posted on ODOT's website;
2. A listing of firms that submitted Letters of Interest;
3. Letters of Interest from all firms that submitted;
4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;
5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;
6. Selected consultant's Price Proposal;
7. Negotiation records; and
8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 The **LPA** will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of

this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

## 10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. For a PROJECT upon which a DBE goal is assigned, the LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

- 10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest”) agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter “U.S. DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as “ADA/504”).

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant will be notified by the LPA of the LPA’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA’s noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) Above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.6 In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Larry Antoskiewicz, Mayor	John P. Picuri, P.E. , District Deputy Director
City of North Royalton	Ohio Department of Transportation, D-12
14600 State Road	5500 Transportation Boulevard
North Royalton, Ohio 44133	Garfield Heights, Ohio 44125



15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

☐

**1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐

**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐

**3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>3</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is



**4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.<sup>4</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.<sup>5</sup> Further, the LPA may make this

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applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

- 4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

<sup>5</sup> Per 2 CFR §200.502

determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law.* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment.* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification.* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures.* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures.* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

<b>LPA: CITY OF NORTH ROYALTON</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Larry Antoskiewicz Mayor	Jack Marchbanks Director
Date:	Date:

**Attachment 1**

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$122,545.60	20	4BG7	\$490,182.40	80	4TA7				\$612,728.00
CONSTRUCTION ENGINEERING & INSPECTION	\$9,803.65	20	LABR	\$39,214.60	80	LABR				\$49,018.25
TOTALS	\$132,349.25			\$529,397.00						\$661,746.25

## Attachment 2

**CUY YORK ROAD**  
COUNTY-ROUTE-SECTION

**112499**

PID NUMBER

**37183**

AGREEMENT NUMBER

DUNS NUMBER

## DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We City of North Royalton request that all payments for the Federal/State share of the  
(NAME OF LPA)

consultant costs of this agreement performed by \_\_\_\_\_  
(CONSULTANT'S NAME)

be paid directly to \_\_\_\_\_  
(CONSULTANT'S NAME)

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	City of North Royalton
Oaks Vendor ID:	
Mailing Address:	14600 State Road
	North Royalton, Ohio 44133
ODOT Approval signature:	

ORDINANCE NO. 21-204

INTRODUCED BY: Weimer, Marnecheck, Fenos

AN ORDINANCE AMENDING ORDINANCE 21-170 BY INCREASING THE AMOUNT AUTHORIZED TO THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE RIDGE ROAD RESURFACING PROJECT DUE TO BID LETTING FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$126,028.00, AND DECLARING AN EMERGENCY

**WHEREAS:** Council accepted the proposal of ODOT for the Ridge Road Resurfacing project; and

**WHEREAS:** It has become necessary to authorize additional funds due to bid letting; and

**WHEREAS:** Council desires to amend Ordinance 21-170 to provide for an additional amount not to exceed \$126,028.00.

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

Section 1. Council hereby amends Ordinance 21-170 providing for an additional amount to be paid to the State of Ohio Department of Transportation for the Ridge Road Resurfacing project in an amount not to exceed \$126,028.00 due to bid letting.

Section 2. The Finance Director is hereby authorized and directed to provide for this additional expenditure.

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 to amend Ordinance 21-170 providing for an additional amount to be paid to the State of Ohio Department of Transportation for the Ridge Road Resurfacing project in an amount not to exceed \$126,028.00 due to bid letting.

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:**

ORDINANCE NO. 21-205

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AMENDING ORDINANCE 15-119 ESTABLISHING VARIOUS BENEFITS FOR ALL FULL TIME NON-UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON, SECTION 3 VACATION AND SECTION 4 INSURANCE, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 15-119 established benefits for all full time non-union employees; and

WHEREAS: It is necessary to amend Section 3 and Section 4 of Ordinance 15-119 to provide for updated benefit coverage information; 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. Ordinance 15-119, Section 4 is hereby amended as follows:

Section 4. Insurance: The Employer shall ~~provide~~ **offer** each employee with medical, vision, and dental coverage, either individual or family as appropriate, as selected by the Employer.

~~Effective January 1, 2021 employees' monthly contribution for family or individual coverage shall remain at the following rates:~~

~~Family: \$220.00~~

~~Individual: \$83.00~~

~~The Employer's medical exposure shall remain as follows:~~

~~Family Plan: \$800.00~~

~~Individual Plan: \$500.00~~

*Effective January 1, 2022 employees' monthly contribution for family or individual coverage shall be as follows:*

*Family: \$230.00*

*Individual: \$88.00*

*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:*

*The Employee's medical coverage exposure for 2022 shall be:*

*Family Plan: \$1300.00*

*Individual Plan: \$800.00*

*Effective January 1, 2023 employees' monthly contribution for family or individual coverage shall be as follows:*

*Family: \$240.00*

*Individual: \$93.00*

*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:*

*The Employee's medical exposure for 2023 shall be:*

*Family Plan: \$1400.00*

*Individual Plan: \$850.00*



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.

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

The Employer shall continue to provide liability insurance in the present amount, providing such insurance continues to be available.

Section 2. Ordinance 15-119, Section 3 is hereby amended *effective 1/1/2022* as follows:

Section 3. Vacation: All full-time employees shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Full-time Service*	Weeks
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)

*Effective 1/1/2022-not retroactive*  
*Full time nonunion employees, who previously were part time employees for at least three full years, shall be entitled to a maximum of one additional vacation week (40 hours) for the first 4 year of full time employment (for a total of 3 weeks rather than 2 weeks as set forth in Section 3) At year 5 the full time benefits ordinance shall control.*

Section 3. Ordinance 15-119 is hereby amended as provided for herein and all other provisions of Ordinance 15-119 shall remain in full force and effect.

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

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

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend Section 3 and Section 4 of Ordinance 15-119 to provide for updated benefit information.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

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

YEAS:

NAYS:

AN ORDINANCE AMENDING ORDINANCE 15-120 ESTABLISHING VARIOUS  
BENEFITS FOR THE CHIEF OF POLICE, CHIEF OF FIRE, POLICE CAPTAIN, ASSISTANT  
CHIEF OF FIRE, AND ANY OTHER FULL-TIME CERTIFIED OFFICER NOT COVERED  
BY A BARGAINING UNIT AGREEMENT OF THE CITY OF NORTH ROYALTON,  
AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton adopted Ordinance 15-120 establishing benefits for the Chief of Police, Chief of Fire, Police Captain, Assistant Chief of Fire, and any other full time certified officer not covered by a bargaining unit agreement of the City of North Royalton; and

WHEREAS: It has been determined to be necessary to amend Ordinance 15-120, Section 11 Uniform and Clothing Allowance and Section 12 Educational Pay; 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. Ordinance 15-120 establishing various benefits for the Chief of Police, Chief of Fire, Police Captain, Assistant Chief of Fire, and any other full time certified officer not covered by a bargaining unit agreement of the City of North Royalton, Section 11 Uniform and Clothing Allowance is hereby amended to hereinafter read as follows:

Section 11. Uniform and Clothing Allowance: Each covered officer shall receive an annual clothing allowance in the amount of Six Hundred Twenty Five Dollars (\$625.00) to be paid in cash the first pay period in January and an equal amount to be paid in cash the first full pay period in July for a total of \$1,250.

- a) The City shall purchase authorized uniform leather goods (e.g. boots, holsters, and belts) on a replacement basis for the Police Chief and Police Captain, in the Police Department.
- b) The City shall contribute up to ~~Seven Hundred Dollars (\$700)~~ ***Eight Hundred and Fifty Dollars (\$850)*** towards the cost of individual bullet proof vests for certified officers in the Police Department providing that such certified officer(s) receiving such contribution shall be required to wear the vest or, refund such monies to the Employer.
- c) The City will continue to purchase and replace those items of fire equipment and turnout gear as in the past such as coats, pants, Nomex shell, vapor barrier, quilted Nomex liner with quilted winter liner, bunker boots (rubber, steel toe, shank, sole) helmet (fire style, eye glass protection from sparks, heat); neck and head protection from falling objects for the Fire Chief and the Assistant Chief of Fire in the Fire Department.

Section 2. Ordinance 15-120 establishing various benefits for the Chief of Police, Chief of Fire, Police Captain, Assistant Chief of Fire, and any other full time certified officer not covered by a bargaining unit agreement of the City of North Royalton, Section 12 Educational Pay is hereby amended to hereinafter read as follows:

Section 12. Educational Pay: The Police Chief, Fire Chief, Police Captain, Assistant Chief of Fire, and any other certified officer not covered by a bargaining unit agreement shall be entitled to educational pay as follows:

1. Certified Officers in the Police Department:
  - a) A certified officer who has received a Training Certificate or equivalent attesting to the satisfactory completion of all law enforcement courses offered towards an Associate Degree in Law Enforcement, shall receive additional pay in the amount of Three Hundred Dollars (\$300) annually, which shall be payable in the last paycheck in November.
  - b) A certified officer who has received an Associate Degree or college credits equivalent to an AA in Law Enforcement, shall receive additional pay in the amount of Five

Hundred Dollars (\$500), annually, which shall be payable in the last paycheck in November.

- c) A certified officer who has received a Bachelors Degree from an accredited college or university, shall receive additional pay in the amount of Six Hundred Dollars (\$600) annually which shall be payable in the last paycheck in November.
- d) A certified officer who has graduated from one of the following administrative courses specifically designed for police executives: PELC (Police Executive Leadership College), FBINA (National Academy), CLEE (Certified Law Enforcement Executive), Northwest Traffic Institute Staff and Command School, shall receive additional pay in the amount of ~~Two Thousand Five Hundred Dollars (\$2500)~~ **Four thousand one hundred dollars (4,100)** annually, which shall be payable with the last paycheck in November.

2. Certified Officers in the Fire Department:

- a) A certified officer who has received a Training Certificate attesting to the satisfactory completion of all Fire Technology courses offered towards an Associate Degree in Fire Technology, shall receive additional pay in the amount of Three Hundred Dollars (\$300) annually, which shall be payable with the last paycheck in November.
- b) A certified officer who has received an Associate Degree in Fire Technology, shall receive additional pay in the amount of Five Hundred Dollars (\$500) annually, which shall be payable with the last paycheck in November.
- c) A certified officer who has received a Bachelors Degree from an accredited college or university, shall receive additional pay in the amount of Six Hundred Dollars (\$600) annually, which shall be payable with the last paycheck in November.
- d) A certified officer who has received a Paramedic License shall receive additional pay in the amount of ~~Two Thousand Five Hundred Dollars (\$2,500)~~ **Four thousand one hundred dollars (4,100)**, which shall be payable with the last paycheck in November.

Certified Officers shall receive only the stipend for their highest educational certification as set forth above.

Section 3. Ordinance 15-120 is hereby amended as provided for herein and all other provisions of Ordinance 15-120 shall remain in full force and effect.

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

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

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend the benefits for the Chief of Police, Chief of Fire, Police Captain, Assistant Chief of Fire, and any other full time certified officer not covered by a bargaining unit agreement in order to increase the clothing allowance from \$700 to \$850 and to increase the annual lump sum professional wage supplement from \$3,600 to \$4,100.

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. 21-207

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AMENDING ORDINANCE 15-121 ESTABLISHING VARIOUS  
BENEFITS FOR THE POLICE LIEUTENANTS NOT COVERED BY A BARGAINING UNIT  
AGREEMENT OF THE CITY OF NORTH ROYALTON,  
AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton adopted Ordinance 15-121 establishing benefits for the Police Lieutenants not covered by a bargaining unit agreement of the City of North Royalton; and

WHEREAS: It has been determined to be necessary to amend Ordinance 15-121, Section 12 Uniform and Clothing Allowance to increase the clothing allowance from \$700 to \$850 and Section 13 Educational Pay to increase the annual lump sum professional wage supplement from \$3,600 to \$4,100; 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. Ordinance 15-121 establishing various benefits for the Police Lieutenants not covered by a bargaining unit agreement of the City of North Royalton, Section 12 Uniform and Clothing Allowance is hereby amended to hereinafter read as follows:

Section 12. Uniform and Clothing Allowance: Each covered officer shall receive a uniform allowance in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) each year, payable in increments of Six Hundred Twenty Five Dollars (\$625.00) in the first pay period in January and first pay period in July each calendar year.

The Employer shall contribute up to ~~Seven Hundred Dollars (\$700.00)~~ ***Eight Hundred and Fifty Dollars (\$850.00)*** towards the cost of individual bullet proof vests providing that such individual receiving such contribution shall be required to wear the vest or refund such monies to the Employer. Vests will be replaced every five (5) years or as approved the Employer. Employees not requesting such a contribution shall not be required to wear a vest, provided such employees sign a waiver attesting to their knowledge and rejection of such contribution and releasing the Employer from any liability resulting there from.

Section 2. Ordinance 15-121 establishing various benefits for the Police Lieutenants not covered by a bargaining unit agreement of the City of North Royalton, Section 13 Educational Pay is hereby amended to hereinafter read as follows:

Section 13. Educational Pay: The Police Lieutenants not covered by a bargaining unit agreement shall be entitled to educational pay as follows:

An employee who has received a Training Certificate or equivalent attesting to the satisfactory completion of all law enforcement courses offered toward an Associate Degree in Law Enforcement, shall receive additional pay in the amount of Two Hundred Fifty Dollars (\$250.00), annually, which shall be payable in the last pay in November of each year.

An employee who has received an Associate Degree of college credits equivalent to an AA in Law Enforcement, shall receive additional pay in the amount of Five Hundred Dollars (\$500.00), annually, which shall be payable in the last pay period in November of each year.

Employees shall be paid an annual lump sum professional wage supplement in the amount of ~~Three Thousand Six Hundred Dollars (\$3,600.00)~~ ***Four Thousand One Hundred Dollars (\$4,100.00)***.

Section 3. Ordinance 15-121 is hereby amended as provided for herein and all other provisions of Ordinance 15-121 shall remain in full force and effect.

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

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

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend the benefits for the Police Lieutenants not covered by a bargaining unit agreement in order to increase the clothing allowance from \$700 to \$850 and to increase the annual lump sum professional wage supplement from \$3,600 to \$4,100.

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

YEAS:

NAYS:

AN ORDINANCE AMENDING ORDINANCE 21-182, ESTABLISHING RATES OF  
COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES  
DURING CALENDAR YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY

- WHEREAS: In an effort to better serve the community, the Administration has restructured various departments to ensure that they are functioning as efficiently as possible; and
- WHEREAS: It is therefore necessary to amend Ordinance 21-182 establishing the rates of compensation for the City of North Royalton non-union employees in order to provide compensation for certain positions to match those job titles that have been recently updated in the staffing ordinance; and
- WHEREAS: Council desires to provide for this amendment.

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

Section 1. Council hereby amends Ordinance 21-182, Service Department, which shall hereinafter read as follows:

Service Department

	<u>2022</u>			<u>2023</u>		
	Entry	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	Entry	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Service Superintendent	\$44.10 not to exceed \$51.45			\$45.42 not to exceed \$52.99		
<del>Stormwater Supervisor</del>	<del>\$44.10 not to exceed \$51.45</del>			<del>\$45.42 not to exceed \$52.99</del>		
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

Section 2. Council hereby amends Ordinance 21-182, Wastewater Department, which shall hereinafter read as follows:

Wastewater Department

	<u>2022</u>			<u>2023</u>		
	Entry	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	Entry	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Assistant Superintendent (Operations)	\$44.10 not to exceed \$51.45			\$45.42 not to exceed \$52.99		
Assistant Superintendent (Maintenance)	\$44.10 not to exceed \$51.45			\$45.42 not to exceed \$52.99		
Project Manager (temporary part time)	\$44.38 not to exceed \$49.93			\$45.71 not to exceed \$51.42		
<b><i>Stormwater Supervisor</i></b>	<b><i>\$44.10 not to exceed \$51.45</i></b>			<b><i>\$45.42 not to exceed \$52.99</i></b>		

Section 2. Ordinance 21-182 is hereby amended as provided for herein and all other provisions of Ordinance 21-182 shall remain in full force and effect.

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

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

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide compensation for certain positions to match those job titles that have been recently updated in the staffing ordinance.

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

YEAS:

NAYS:

AN ORDINANCE AMENDING ORDINANCE 21-182, ESTABLISHING RATES OF  
COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES  
NOT COVERED BY COLLECTIVE BARGAINING AGREEMENTS DURING CALENDAR  
YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY

- WHEREAS: Ordinance 21-182 established new rates of compensation for non-union employees not covered by collective bargaining agreements; and
- WHEREAS: It is necessary to amend Ordinance 21-182, Exhibit A, Police/Fire Department in order to update the rate of pay for the position of IT Systems Network Technician; and
- WHEREAS: Council desires to provide for this update.

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

Section 1. Ordinance 21-182, Exhibit A is hereby amended as follows:

Police/Fire Department

IT Systems Network Technician

2022

<u>Entry</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>
<del>\$26.01</del> <b>\$28.01</b>	<del>\$28.09</del> <b>\$31.09</b>	<del>\$31.22</del> <b>\$33.09</b>

2023

<u>Entry</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>
<del>\$26.79</del> <b>\$28.85</b>	<del>\$28.93</del> <b>\$32.02</b>	<del>\$32.15</del> <b>\$34.08</b>

Section 2. Ordinance 21-182 is hereby amended as provided for herein and all other provisions of Ordinance 21-182 shall remain in full force and effect.

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

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

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



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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

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

WHEREAS: Council desires to provide for this amendment.

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

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

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

<u>CLASSIFICATION (Job Title)</u>		<u>MAXIMUM NO. OF EMPLOYEES</u>	
1)	Chief of Police	One	(1)
2)	Captain	None	(0)
3)	Lieutenant	Two	(2)
4)	Sergeant	Five	(5)
5)	Patrolman	Thirty Two	(32)
6)	Office Manager/Confidential Secretary to Chief effective January 1, 2022	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)
21)	<i>School Resource Officer (SRO) (part time)</i>	<i>One</i>	<i>(1)</i>

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

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

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

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

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

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

YEAS:

NAYS:

AN ORDINANCE AMENDING ORDINANCE 21-182, ESTABLISHING RATES OF  
COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES  
NOT COVERED BY COLLECTIVE BARGAINING AGREEMENTS DURING CALENDAR  
YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY

- WHEREAS: In an effort to better serve the community, the Administration has restructured various departments to ensure that they are functioning as efficiently as possible; and
- WHEREAS: It is therefore necessary to amend Ordinance 21-182 establishing the rates of compensation for the City of North Royalton non-union employees in order to add the position of School Resource Officer (SRO) for the Police Department, and provide compensation for this position; and
- WHEREAS: Council desires to provide for this amendment.

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

Section 1. Council hereby amends Ordinance 21-182, Police/Fire Department, which shall hereinafter read as follows:

<u>Police/Fire Department</u>	<u>2022</u>	<u>2023</u>
	<u>Entry</u>	<u>Entry</u>
<i>School Resource Officer (part time)</i>	<i>\$36.84/hr</i>	<i>\$37.95</i>

Section 2. Ordinance 21-182 is hereby amended as provided for herein and all other provisions of Ordinance 21-182 shall remain in full force and effect.

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ORDINANCE NO. 21-212

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH ROYALTON AND THE NORTH ROYALTON CITY SCHOOL DISTRICT AND DECLARING AN EMERGENCY

**WHEREAS:** The City of North Royalton desires to continue to provide the services of a School Resource Officer to the North Royalton City School District and, at the request of the District, to add a part-time SRO to that service; and

**WHEREAS:** The School Resource Officer Program (SRO Program) is designed to clarify roles and expectations between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff and students, promote a safe and positive learning environment and decrease the number of students referred to the juvenile justice system; and

**WHEREAS:** The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to; and

**WHEREAS:** The City of North Royalton does currently provide one School Resource Officer to fulfill this need; and

**WHEREAS:** The Council deems it necessary and in the best interest to the health, safety and welfare of all city residents to continue the School Resource Officer Program and to meet the District's request for an additional part-time SRO at the District's sole expense,

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

**Section 1.** The Council of the City of North Royalton finds and determines that it is in the best interest of the city to continue the School Resource Officer Program and authorizes the Mayor to execute the School Resource Officer Memorandum of Understanding with North Royalton City School District in the form attached hereto as Exhibit A with such amendments as may be required as determined by the Director of Law.

Section 2. The Council of the City of North Royalton does hereby approve and authorize such funds as may be required for the School Resource Officer Program pursuant to the School Resource Officer Memorandum of Understanding.

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 health, safety and welfare of the residents of the City of North Royalton for the reason that it is necessary to provide for protection of the students of the North Royalton City School District.

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

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

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

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

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

YEAS:

NAYS:

# **Memorandum of Understanding (MOU)**

## **Between the North Royalton Police Department**

## **And the North Royalton City Schools**

## **Regarding School Resource Officers (SRO)**

This Memorandum of Understanding (MOU) is being executed on **(DATE)** by the below listed entities:

**North Royalton City School District**  
**North Royalton Police Department**

This document will serve as the written understanding between the North Royalton City School System and the North Royalton Police Department. ~~This agreement establishes the needed commitment and support from both institutions.~~ This document also provides a series of guidelines and policies relevant to the performance *goals and objectives* of the School Resource Officer *program*, and will *be of assistance to* ~~the guiding document~~ officers, school administrations, city administration, and students and their caregivers ~~look to for structure and accountability.~~ This document shall be reviewed, updated, and endorsed annually and takes into account input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

### **I. Purpose**

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations ~~and formalizes relationships~~ between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students. ~~promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.~~

*The parties agree and acknowledge that by participating in the SRO program, NRPD and the SRO are not providing school security and the District specifically agrees and acknowledge that the necessary security forces required by the school shall be determined and provided solely by the school and its employees, not the NRPD or the SRO.*

### **II. Mission**

The mission of the SRO Program is to *encourage* ~~promote~~ school safety by building a positive school climate in which everyone feels safe and students are supported to succeed and to encourage safe, secure, and orderly learning environment for students, teachers and staff. ~~The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff.~~ SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to *provide security*, enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

### **III. Goals of the SRO Program**

## **SRO program goals include:**

1. To ~~ensure~~ **encourage** a safe learning environment for all children and adults who enter the building.
2. ~~To prevent and reduce potential harm related to incidents of school violence.~~
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

**Law Enforcement Role** – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be *solely determined by SRO* ~~made in~~ *with* consultation with a school administrator, *when deemed warranted by SRO*. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. ~~Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.~~

**Education** –SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

## **IV. Organizational Structure**

### **A. Composition**

The SRO Program will consist of one (1) full time and one (1) part time Police Department Personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the North Royalton City School District and North Royalton Police Department Rules and Regulations.

## **B. Officer Recruitment & Selection**

~~School officials and~~ the police department **shall decide** ~~agree~~ on guidelines for the selection of officers to serve as SROs. School district administration will be consulted and allowed to provide input, however the appointment of the SRO will be made by the law enforcement agency.

SROs should meet three general criteria:

- 1) **College or degree coursework** – SROs are in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
- 2) **Experience as a police officer and commitment to student well-being** – SROs must have a minimum of two years' experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
- 3) **Successful performance** – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

## **C. Training Requirements**

Prior to entering service as an SRO, officers shall complete a minimum of 40 hours of initial training that covers responsibilities or and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence *at the School's cost*.

## **V. Operational Procedures**

**Chain of Command for S.R.O's:** The S.R.O. will be ~~ultimately~~ accountable to the North Royalton PD chain of command. ~~However, while at the school, the S.R.O. will be additionally accountable to the principal or their designee.~~ The S.R.O. is expected to cooperate with the school officials, including administrators and faculty. The S.R.O. will abide by school policy and respond to the requests of school officials *as directed by the Chief of Police*.

The SRO's activity in the school is guided by the following procedures and supervision and evaluation shall be provided by the North Royalton Chief of Police or his designee to effectively support SROs efforts and monitor their progress:

### **A. Duties**



The primary functions of the SRO are to help ~~provide~~ *encourage* a safe and secure learning environment, foster a positive school climate, *assist School personnel in their efforts* to reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. ~~Specific daily assignments to accomplish this function will vary by school.~~ The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

- ~~1) To enforce criminal law and protect the students, staff, and public at large against criminal activity.~~
- 2) Foster mutually respectful relationships with students and staff to support a positive school climate.
- 3) Provide information concerning questions about law enforcement topics to students and staff.
- 4) Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
- ~~5) Coordinate investigative procedures between police and school administrators.~~
- ~~6) Handle initial police reports of violent crimes committed on campus.~~
- ~~7) Take enforcement action on criminal matters when appropriate and after consultation with school administrators.~~
- ~~8) Attend school special events as needed.~~
- ~~9) Prepare lesson plans as necessary for the instruction provided.~~
- ~~10) Collect data on SRO activities (arrests, citations, etc.)~~

**~~B.~~ Uniform**

~~Normally, the SRO is in uniform.~~

**~~C.~~ Daily Schedule**

~~To be determined by the commanding officer and the school administrators consistent with the MOU.~~

**~~D.~~ Absence/ Substitution**

~~The school district and police department should develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. Substitute SROs should, at a minimum, have the same requisite experience as regular SROs and, ideally, should have had some training in child development, trauma, and conflict resolution in the school environment.~~

**~~E.~~ Special Events**

~~To be determined by the commanding officer and the school administrators consistent with this Agreement.~~

**~~F.~~ Summer Activity**

~~SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the school~~

district; however, they will spend the majority of this time on North Royalton Police Department assignments.

## **G. Role in Responding to Criminal Activity**

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

- 1) School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.
- 2) For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case by case basis. The SROs powers to arrest will be governed by the Ohio Revised Code.
- 3) The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

## **H. Role in School Policy Violations**

SROs are not school disciplinarians and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

## **I. Data Collection**

SROs should submit a monthly activity report to the Superintendent/designee, building principals, and his/her Chief of Police. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system (contact the Ohio School Resource Officers Association for sample reports). See J. 1. below.

## **J. Sharing of Information**

Communication and information sharing is essential to the success of the SRO program.

1. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant North Royalton Police Department and North Royalton City School District policies.
2. ~~The sharing of arrest related information by the S.R.O. with school administration upon request or at the direction of the S.R.O. will involve the dissemination of arrest reports and calls for service filed with the North Royalton PD or from other Police agencies coming into contact with students from North Royalton City School District.~~
3. ~~Juvenile fingerprints and photos as part of the arrest record will not be shared by the S.R.O.~~
4. ~~If the S.R.O. is aware of information on a student that is officially obtained by the North Royalton PD, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the S.R.O. may forward that information to school administration.~~
5. ~~If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the North Royalton Chief of Police or his designee.~~
6. ~~Information which the S.R.O. obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the S.R.O. as a criminal justice file. This file may be shared with other Division personnel and Criminal Justice Agencies, but will not be part of the student's school record.~~
7. ~~Hearsay information or rumors will alone, not be the basis for any formal action by the North Royalton PD. It can be used in an intelligence capacity or to validate the need for further investigation.~~
8. ~~Any information that is obtained by the S.R.O. that pertains to criminal activity occurring outside the North Royalton City limits shall be relayed to the police department of jurisdiction.~~
9. ~~When any felony occurs or any crime that prompts a Public Information Officer response from the schools or the City or if a school building is evacuated the S.R.O. shall contact his immediate supervisor as soon as possible.~~
10. ~~The S.R.O. shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.~~

~~The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:~~

**~~K. — Role in Locker, Vehicle, Personal, and Other Searches —~~**

~~SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.~~

~~Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.~~

~~The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.~~

- ~~i. Strip searches of students by SROs are prohibited.~~
- ~~ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.~~

#### **~~L. Limits on Interrogations and Arrests~~**

- ~~1. **Interrogations** SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.~~
- ~~2. **Arrests** Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.~~
  - ~~i. Building principals and the Superintendent or her designee shall be consulted prior to an arrest of a student when practical.~~
  - ~~ii. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.~~
  - ~~iii. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students.~~

#### **N. Role in Critical Incidents**

The SRO will be familiar with the emergency operations manual of the North Royalton City School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

#### **O. Role in Truancy Issues**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

### **VI. School District Responsibilities**

The North Royalton City School District shall provide the SRO of each campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- 1) Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- 2) A location for files and records which can be properly locked and secured.
- 3) A desk with drawers, chair, work table, filing cabinet, and office supplies.
- 4) The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- 5) The opportunity to provide input regarding criminal justice problems relating to students.
- 6) The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- 7) The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- 8) School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- 9) SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.
- 10) Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- 11) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.
- 12) *The District shall be solely responsible for the part time SRO salary, benefits, including but not limited to the City's portion of any pension contribution, any training or other expenses, certification, employee benefits, workers compensation costs or other costs or expenses incurred by the City as a result of the SRO's activities at or on behalf of the School.*

## **VII. Crisis Planning**

North Royalton City School District and the City of North Royalton Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the district should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The North Royalton Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

## **VIII. Reviewing the MOU and SRO Program**

The assigned parties shall review the MOU/SRO Program annually and make adjustments as needed. Any revisions will be reflected in an updated MOU.

Complaints against the SRO shall follow the normal complaint process of the North Royalton Police Department and include notice to the appropriate school administrators.

## **IX. Problem Resolution**

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the North Royalton City School District and the North Royalton Chief of Police or their designees.

## **X. Insurance**

The police department shall maintain public liability insurance which shall cover the duties performed by the school resource officers and which shall name the Board as an additional insured. The Board will also maintain public liability insurance which will cover the school resource officer's duties and responsibilities and will also name the ~~police department~~ **City** as an additional insured on said policy.

**XI. Unenforceable Provision**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in effect as if the illegal, unenforceable or invalid term had never been contained therein.

**XII. Term of Agreement**

The term of this Agreement shall be for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

**SIGNATURE OF PARTIES & SIGNATURE DATE**

\_\_\_\_\_  
Name, Agency, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Agency, Title

\_\_\_\_\_  
Date

ORDINANCE NO. 21-213

INTRODUCED BY: Mayor Antoskiewicz  
Co-Sponsor: Marnecheck

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF PERMANENT PARCEL NUMBERS 482-27-001 AND 482-27-008 FROM ITS PRESENT RESEARCH OFFICE (RO) ZONING CLASSIFICATION TO RESIDENTIAL (R1B) ZONING CLASSIFICATION AS REQUESTED BY PROPERTY OWNER RUSSELL SPOSIT (CWP ENTERPRISES, LLC), AND DECLARING AN EMERGENCY

**WHEREAS:** Pursuant to the Codified Ordinances of the City of North Royalton, Chapter 12 Planning and Zoning Code, Section 1266.01, an application for zoning classification change has been received from the owner of Permanent Parcel Nos. 482-27-001 and 482-27-008 seeking to amend the zoning map in order to change the classification of the property from the current Research Office (RO) zoning classification to Residential (R1B) zoning classification; and

**WHEREAS:** In conformance with Section 1266.01, this Ordinance shall be referred to the Planning Commission for recommendation; and

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

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

**Section 1.** Council hereby amends the official zoning map of the City of North Royalton to reflect that the zoning classification of Permanent Parcel Nos. 482-27-001 and 482-27-008 as described in Exhibit A, which is attached hereto and incorporated herein, is and henceforth shall be Residential (R1B) zoning classification from and after the effective date of this Ordinance.

Section 2. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

**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 rezone the property herein described in order to provide for the orderly development of land use within the city.

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  
APPLICATION FOR ZONING CHANGE REQUEST

APPLICANT: RUSSELL SPOSIT

OWNER: CWP Enterprises LLC

ADDRESS: 8115 Edgerton Road

ADDRESS: \_\_\_\_\_

PHONE: 440-237-5454 216-789-0697

PHONE: 440-237-5454 216-789-0697

SUBJECT PARCEL ADDRESS: YORK RD + HARLEY HILLS DR

PARCEL NO. 482-27-001 + 482-27-00

EXISTING ZONING DISTRICT: RO

PROPOSED ZONING DISTRICT: R1-A

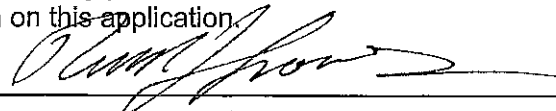
**INFORMATION TO BE SUBMITTED TO COUNCIL OFFICE:**

1. Written legal description.
2. Survey/Plat Plan drawn as follows:
  - a. Set forth the dimensions of subject property (s) and bearing directions of subject property lines.
  - b. Set forth the surrounding Public Right of Way (s) (if any) along with recorded Right of Way width(s).
  - c. Set forth the surrounding properties, including any directly across any Public Right of Way, along with all such property owners names and addresses. Outline in RED color the boundary of the property included in the requested Zoning amendment.
  - d. Show Permanent Parcel Number of all properties on said survey.
3. Acreage of each parcel proposed for rezoning:
4. Number, type & disposition of any existing buildings:
5. Any deed restrictions (existing or expired).
6. Proposed use of property and why change is necessary for the preservation and enjoyment of a substantial property right. Also why the change would not be detrimental to the public welfare nor to the property of other persons located in the vicinity thereof.
7. Sketch plan, showing proposed type of building, building location, driveways, parking areas, sanitary & storm sewers and water lines.

If the property involved is not registered in the same name in the County records as property owner on application, or an agent or representative applies, written notarized consent from the property owner must be presented with the application.

Applicant shall pay, to the Council Office, a fee of \$400.00 per parcel, for the processing of this application. This fee is **non-refundable** if rezoning is denied.

The applicant agrees to appear upon written or oral request before any legally constituted board, commission or representatives of the City for the purpose of clarifying any points at issue or to assist said board, commission or representative in arriving at a decision on this application.

SIGNATURE OF APPLICANT/AGENT/OWNER: 

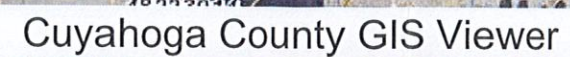
Date: 12/6/21

This Application must be reviewed and approved by the Building Commissioner prior to submission to the Council Office to ensure proper zoning district is being requested for proposed use.

Approved by: \_\_\_\_\_

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









1:1,200

Date Created: 12/6/2021

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION





**ENGINEERING & SURVEYING CO., INC.**


**5425 WARNER ROAD – SUITE 12**

**VALLEY VIEW, OHIO 44125**

**PH: 440-602-9071 FAX: 216-369-0259**

**LEGAL DESCRIPTION OF A 2.0155 ACRE PARCEL  
BLOCK A-1**

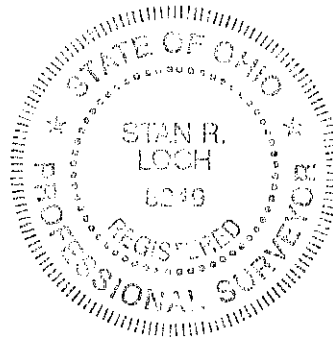
Situated in the City of North Royalton, County of Cuyahoga, State of Ohio, being Block A-1 in the Harley Hills Estates Subdivision Nos. 4 & 5 in Original Royalton Township Section Nos. 8 & 9, as recorded in Plat Volume 306, Page 23 and refiled in Plat Volume 308, Page 62 and known as being Block A-1 in the Boundary Survey for CWP Enterprises LLC., as recorded in AFN# \_\_\_\_\_ of the Cuyahoga County Records and containing 2.0155 acres of land be the same more or less but subject to all legal highways.

 12-15-2021

Job#20213724

Stan R. Loch P.S. # 8249

Date





**ENGINEERING & SURVEYING CO., INC.**

**5425 WARNER ROAD – SUITE 12**

**VALLEY VIEW, OHIO 44125**

**PH: 440-602-9071 FAX: 216-369-0259**

**LEGAL DESCRIPTION OF A 2.2159 ACRE PARCEL  
BLOCK A-2**

Situated in the City of North Royalton, County of Cuyahoga, State of Ohio, being Block A-2 in the Harley Hills Estates Subdivision Nos. 4 & 5 in Original Royalton Township Section Nos. 8 & 9, as recorded in Plat Volume 306, Page 23 and refilled in Plat Volume 308, Page 62 and known as being Block A-2 in the Boundary Survey for CWP Enterprises LLC., as recorded in AFN# \_\_\_\_\_ of the Cuyahoga County Records and containing 2.2159 acres of land be the same more or less but subject to all legal highways.

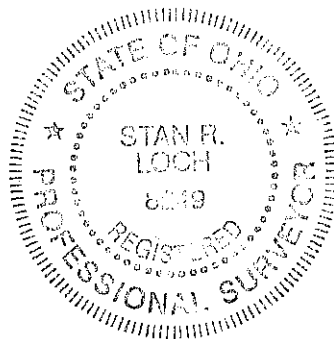


12.15.2011

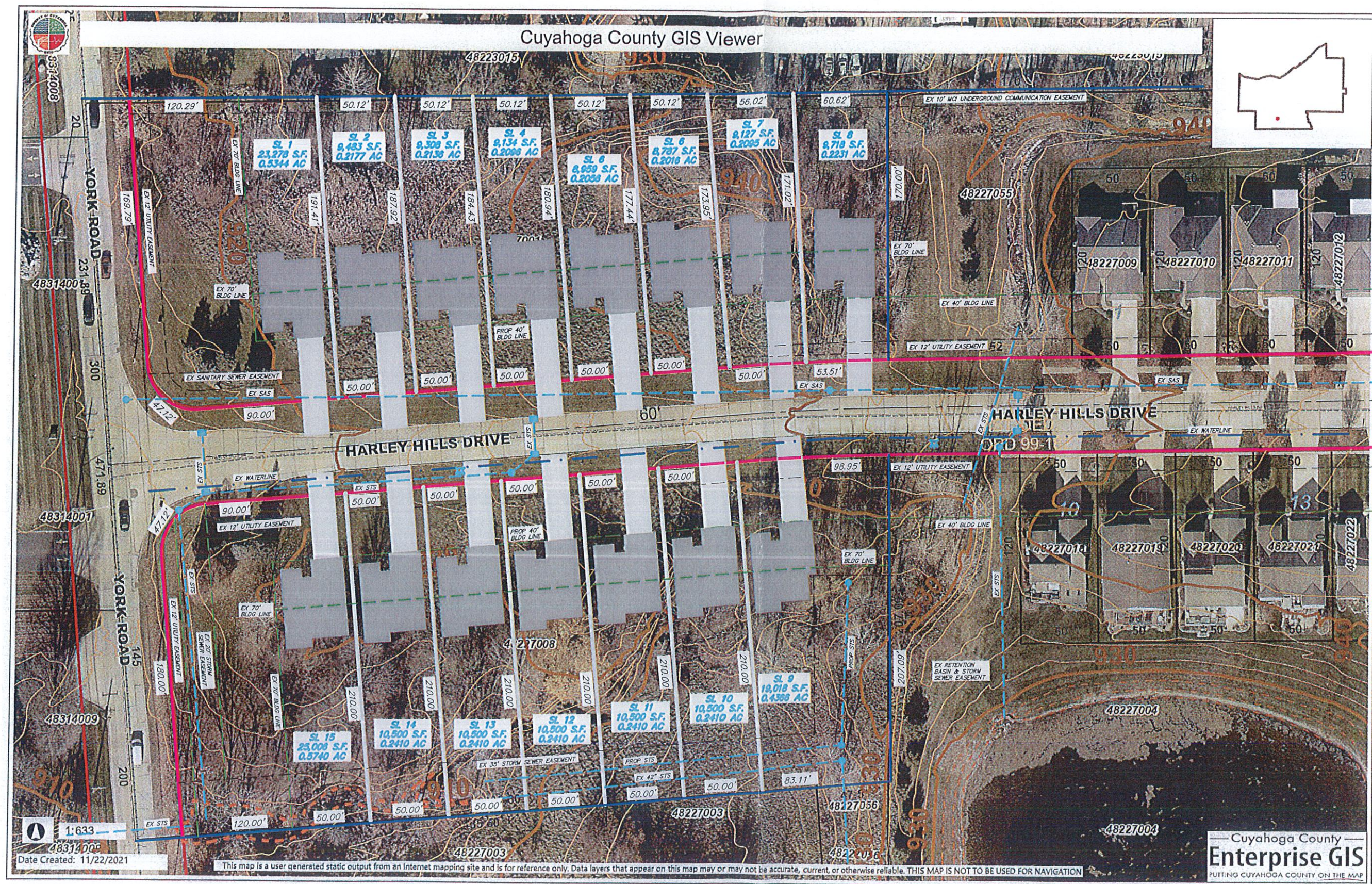
Job#20213724

Stan R. Loch P.S. # 8249

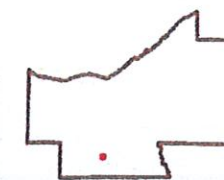
Date







# Cuyahoga County GIS Viewer




**LEGEND**

- Ⓢ = SANITARY MANHOLE
- Ⓛ = STORM MANHOLE
- ⚡ = FIRE HYDRANT
- Ⓜ = CURB INLET
- = PROP STORM MANHOLE



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.

OWNER:  
CMP ENTERPRISES, LLC.  
8115 EDGERTON ROAD  
NORTH ROYALTON, OHIO 44133  
216-789-0697

DESIGN ENGINEER  
AZTECH ENGINEERING & SURVEYING  
5425 WARNER ROAD - SUITE 12  
VALLEY VIEW, OHIO 44125  
440-602-9071

PROPOSED SUBDIVISION LAYOUT EXHIBIT  
FOR RUSS SPOSIT  
PP#482-27-001 & PP#482-27-008  
BEING BLOCKS "A-1" & BLOCK "A-2" IN THE HARLEY HILLS ESTATES SUBDIVISION NOS. 4 & 5  
PLAT VOLUME 306, PAGE 23 AND REFILED IN PLAT VOLUME 308, PAGE 62  
PART OF ORIGINAL ROYALTON TOWNSHIP SECTION NOS. 8 & 9  
SITUATED IN THE CITY OF NORTH ROYALTON  
CUYAHOGA COUNTY, OHIO

5425 WARNER ROAD - SUITE 12  
VALLEY VIEW, OHIO 44125  
440-602-9071

FAX 216-369-0259

59 HORIZ SCALE: 1" = 30'

VERT. SCALE:

DRAWN BY: CL

DATE: 12/6/2021

CHECKED BY: SRL

DRAWING NO.: 20213724

**AZTECH**  
ENGINEERING and SURVEYING







12040

12637 CARE CENTER

12662

12657

12800



12627



12900

13000

13199

HARLEY HILLS DR

7756  
7750  
7744  
7738  
7732  
7729

7759  
7753  
7747  
7741  
7735  
7729

1285  
128




[illegible]

- [illegible]

[illegible]

MAYOR  
LARRY ANTOSKIEWICZ

SCALE IN FEET



A horizontal scale bar with a black and white checkered pattern at the left end. The bar is marked with the numbers 0, 750, 1500, and 2250.

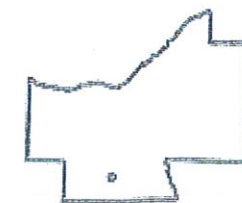




# Cuyahoga County GIS Viewer

40223014

40223018



48305012

380

12662 YORK ROAD

48314008

GT INVESTMENTS, LLC

12657 YORK ROAD

NORTHEAST CARE CENTER, INC. 48223015

1570

734

HOMESTEAD

48227055

H.O.A.  
INC

48227001

12800 YORK ROAD  
GREGORY + VINCENZA  
CANIGLIA  
48314001

48314317  
48314320  
48314322  
48314324  
48314042

48314325  
48314326  
48314327  
48314328  
48314329

342.50

48314040

12900 YORK ROAD  
KURTIS WETZEL  
48314009

48314041

13000 YORK ROAD  
48314011  
MARIO STONELL  
48314002

48314006

YORK ROAD  
CARTWRIGHT ENTERPRISES  
48314002

13199 YORK ROAD

48227003

ROGER + JANICE CARTWRIGHT

HOMESTEAD H.O.A. INC

48227004

48227007



1:1,200

Date Created: 12/6/2021

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Cuyahoga County  
**Enterprise GIS**  
PUTTING CUYAHOGA COUNTY ON THE MAP