

March 2022

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

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
MARCH 1, 2022**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.



REGULAR ORDER OF BUSINESS

- 1. Call to Order.
- 2. Opening Ceremony (Pledge of Allegiance).
- 3. Roll Call.
- 4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: February 15, 2022.
 - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a new D5 permit for Carrie Cerinos, 8922 Ridge Road, North Royalton, Ohio 44133.
 - c. Motion to authorize Dana Schroeder and Holly Quellos to act as Council’s designees for the purpose of attending the required three-hour training sessions to be held by the Ohio Attorney General’s Office for public records training under the requirements of House Bill 9.
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Vos
Storm Water	Linda Barath
Streets	Joanne Krejci
Utilities	Dawn Carbone-McDonald
- 10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	John Nickell
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. **21-195** - 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. Second reading December 21, 2021.**

FIRST READING CONSIDERATION

1. **22-37** – AN ORDINANCE ACCEPTING THE BID OF AMERICAN ROADWAY LOGISTICS FOR THE 2022 ROAD MAINTENANCE PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
2. **22-38** - AN ORDINANCE ACCEPTING THE BID OF CROSSROADS ASPHALT RECYCLING, INC. FOR THE 2022 ROAD MAINTENANCE PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
3. **22-39** - AN ORDINANCE ACCEPTING THE BID OF SET IN STONE CONTRACTING, LLC FOR THE 2022 ROAD MAINTENANCE PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
4. **22-40** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE DONATION AGREEMENT WITH THE WEST CREEK CONSERVANCY FOR CERTAIN REAL ESTATE DEFINED AS PERMANENT PARCEL NOS. 485-05-008 AND 485-03-010, AND DECLARING AN EMERGENCY.
5. **22-41** - AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONSERVATION EASEMENT TO THE WEST CREEK CONSERVANCY, AND DECLARING AN EMERGENCY.
6. **22-42** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUMMER ENERGY TO PROVIDE ELECTRICITY TO CERTAIN MUNICIPAL ACCOUNTS, AND DECLARING AN EMERGENCY.
7. **22-43** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2022 FORD INTERCEPTOR FOR THE NORTH ROYALTON POLICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR MONTROSE FORD, FOR AN AMOUNT NOT TO EXCEED \$33,351.41, AND DECLARING AN EMERGENCY.
8. **22-44** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 214 GENERAL FEE SCHEDULE, SECTION 214.06 FEES IN THE STREETS, UTILITIES AND PUBLIC SERVICES CODE, PARAGRAPH (j), AND DECLARING AN EMERGENCY.
9. **22-45** - AN ORDINANCE AUTHORIZING THE RECEIPT FOR DONATIONS/FUNDS FOR THE NORTH ROYALTON CITY SPONSORED EVENTS, AND DECLARING AN EMERGENCY.
10. **22-46** - AN ORDINANCE AUTHORIZING THE RECEIPT OF DONATIONS/FUNDS FOR THE NORTH ROYALTON SAFETY TOWN PROJECT, AND DECLARING AN EMERGENCY.
11. **22-47** - 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.
12. **22-48** - A RESOLUTION IN SUPPORT OF UKRAINE, THE BRAVE UKRAINIAN PEOPLE FIGHTING FOR THEIR FREEDOM AND ALL EFFORTS OF THE UNITED STATES GOVERNMENT TO OFFER AID AND ASSISTANCE TO THEM TO RESIST THE INVADING RUSSIAN MILITARY FORCES, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

ORDINANCE NO. 22-37

INTRODUCED BY: Krejci, Barath, Marnecheck

AN ORDINANCE ACCEPTING THE BID OF AMERICAN ROADWAY LOGISTICS FOR THE 2022 ROAD MAINTENANCE PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the 2022 road maintenance program; and

WHEREAS: It has been determined that the bid of American Roadway Logistics for pavement marking is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

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 bid of American Roadway Logistics for pavement marking is hereby accepted as the lowest and best bid as set forth in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Mayor is hereby authorized to enter into a contract with American Roadway Logistics in a form approved by the Director of Law.

Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to American Roadway Logistics and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

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 pavement marking for the 2022 road maintenance program in the City of North Royalton.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton Service Department **2022 Road Maintenance Program** **Bidders Tabulation - PAVEMENT MARKING**

Bid Opening on Tuesday, February 22, 2022 at 10:00 am
 at North Royalton City Hall, 14600 State Rd

	JD Striping & Services Inc	American Roadway Logistics
Description		
Subtotal Bid Price for Auxiliary Traffic Markings	\$ 28,594.76	\$ 28,000.00
Subtotal Bid Price for Pavement Marking (All Lines)	\$ 70,200.00	\$ 57,875.00
Total Bid Price	\$ 98,794.76	\$ 85,875.00
<i>(10% Bid Bond)</i>		

Bid Bond	X	X
Addendum No 01	X	X

ORDINANCE NO. 22-38

INTRODUCED BY: Krejci, Barath, Marnecheck

AN ORDINANCE ACCEPTING THE BID OF CROSSROADS ASPHALT RECYCLING, INC. FOR THE 2022 ROAD MAINTENANCE PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the 2022 road maintenance program; and

WHEREAS: It has been determined that the bid of Crossroads Asphalt Recycling, Inc. for equipment and general pavement services is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

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 bid of Crossroads Asphalt Recycling, Inc. for equipment and general pavement services is hereby accepted as the lowest and best bid as set forth in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Mayor is hereby authorized to enter into a contract with Crossroads Asphalt Recycling, Inc. in a form approved by the Director of Law.

Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Crossroads Asphalt Recycling, Inc. and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

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 equipment and general pavement services for the 2022 road maintenance program in the City of North Royalton.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton Service Department
2022 Road Maintenance Program
Bidders Tabulation - EQUIPMENT & GENERAL PAVEMENT SERVICES

Bid Opening on Tuesday, February 22, 2022 at 10:00 am
at North Royalton City Hall, 14600 State Rd

	Crossroads Asphalt Recycling Inc											
Description							Description	Unit	Unit Price			
Tandem Axle - Driver included for excavation & material handling	\$	82.00	Per Hour	48 hrs	Availability		Crafco Polyfiber Sealant					
Tri-Axle - Driver included for excavation & material handling	\$	94.00	Per Hour	48 hrs	Availability		ODOT I		LB	\$ 1.40		
Tack Coat Distributor – with Operator	\$	126.00	Per Hour	48 hrs	Availability		ODOT II		LB	\$ 1.50		
Pneumatic Compactor – with Operator (#1 on Spec List)	\$	100.00	Per Hour	8 hrs	Min to Mobilize	Trupac	Model	ODOT IV		LB	\$ 1.65	
	\$	4,000.00	Per Week	48 hrs	Availability	Rosco	Make	Partial Depth Joint Repair				
Milling Machine – with Operator (#2 on Spec List)	\$	305.00	Per Hour	8 hrs	Min to Mobilize	W 60	Model	Grind Longitudinal Joint by the Lineal Foot	12”	LF	\$ 3.50	
	\$	12,000.00	Per Week	48 hrs	Availability	Wirtgen	Make		24”	LF	\$ 4.50	
Milling Machine – with Operator (#2a on Spec List)	\$	355.00	Per Hour	8 hrs	Min to Mobilize	PM 312	Model	Grind Transverse Joint or Crack by the Lineal Foot	12”	LF	\$ 3.50	
	\$	14,000.00	Per Week	48 hrs	Availability	CAT	Make		24”	LF	\$ 4.50	
Milling Machine Full Depth Planing – with Operator (#3 on Spec List)	\$	650.00	Per Hour	8 hrs	Min to Mobilize	200i	Model	Fill with 448 Type I Asphaltic Concrete by the Cubic Yard		CU YD	\$ 495.00	
	\$	25,500.00	Per Week	48 hrs	Availability	Wirtgen	Make	ODOT Approved Type I, II, or IV Cracksealer		LB	\$ 1.70	
Hydraulic Track Excavator Medium – with Operator (#4 on Spec List)	\$	130.00	Per Hour	8 hrs	Min to Mobilize	160 LC	Model	Full Depth Recycling				
	\$	5,000.00	Per Week	48 hrs	Availability	Hyundai	Make	Full Depth Recycling		SQ YD	\$ 4.25	
Hydraulic Track Excavator Large – with Operator (#5 on Spec List)	\$	165.00	Per Hour	8 hrs	Min to Mobilize	325	Model	CMS-2B by the Gallon		GAL	\$ 3.50	
	\$	6,500.00	Per Week	1 week	Availability	CAT	Make	Sub-Base Removal & Replacement		CU YD	\$ 34.00	
Track Type Dozer Small – with Operator (#6 on Spec List)	\$	125.00	Per Hour	8 hrs	Min to Mobilize	550	Model	Alternate: ODOT #304 Limestone Added & Blended		CU YD	\$ 45.00	
	\$	5,000.00	Per Week	48 hrs	Availability	John Deere	Make	Cement or Lime Stabilization				
Track Type Dozer Large – with Operator (#7 on Spec List)	\$	145.00	Per Hour	8 hrs	Min to Mobilize	D-65	Model	Testing, Recycling & Blending of Material by the Square Yard		SQ YD	\$ 6.00	
	\$	5,500.00	Per Week	1 week	Availability	Komatsu	Make	Portland Cement		TON	\$ 198.00	
Compaction Roller 20 Ton Capacity – with Operator (#8 on Spec List)	\$	120.00	Per Hour	8 hrs	Min to Mobilize	HD 110	Model	Quicklime		TON	\$ 210.00	
	\$	4,500.00	Per Week	48 hrs	Availability	Hamm	Make	Hydrated Lime		TON	\$ 210.00	
Road Widener – with Operator (#9 on Spec List)	\$	190.00	Per Hour	8 hrs	Min to Mobilize	W 330	Model	Full Depth Asphalt Repair				
	\$	7,500.00	Per Week	48 hrs	Availability	Wieler	Make	Asphalt Repairs		SQ FT	\$ 35.00	
Mechanical Street Sweeper – with Operator (#10 on Spec List)	\$	140.00	Per Hour	8 hrs	Min to Mobilize	M6 Avalanche	Model	Berm Rehabilitation				
	\$	5,500.00	Per Week	48 hrs	Availability	Schwarze	Make	Shoulder Preparation		SQ YD	\$ 3.05	
Motor Grader – with Operator (#11 on Spec List)	\$	125.00	Per Hour	8 hrs	Min to Mobilize	720	Model	Installation of Shoulder Material		CU YD	\$ 46.00	
	\$	5,000.00	Per Week	48 hrs	Availability	Volvo	Make	Prime Coat MC 30		GAL	\$ 4.00	
Backhoe Loader – with Operator (#12 on Spec List)	\$	120.00	Per Hour	8 hrs	Min to Mobilize	LB 95	Model	CRS-2 Asphalt Emulsion		GAL	\$ 3.75	
	\$	4,500.00	Per Week	48 hrs	Availability	New Holland	Make	#8 Limestone		CU YD	\$ 64.00	
Wheel Loader – with Operator (#13 on Spec List)	\$	115.00	Per Hour	8 hrs	Min to Mobilize	624	Model	ODOT #409				
	\$	4,500.00	Per Week	48 hrs	Availability	John Deere	Make	Single Surface Treatment		SQ YD	\$ 2.00	
Self-Propelled Asphalt Paver 5 to 9 feet – with Operator (#14 on Spec List)	\$	185.00	Per Hour	8 hrs	Min to Mobilize	8550	Model	Double Surface Treatment		SQ YD	\$ 2.85	
	\$	7,000.00	Per Week	1 week	Availability	Lee Boy	Make	Asphaltic Concrete Placement				
Self-Propelled Asphalt Paver 8 to 15 feet – with Operator (#15 on Spec List)	\$	235.00	Per Hour	8 hrs	Min to Mobilize	5103	Model	ODOT #301 (material only)		CU YD	\$ 111.00	
	\$	9,000.00	Per Week	48 hrs	Availability	Vogele	Make	ODOT #448 Type 2 (material only)		CU YD	\$ 131.00	
Self-Propelled Asphalt Paver 10 to 20 feet – with Operator (#16 on Spec List)	\$	325.00	Per Hour	8 hrs	Min to Mobilize	1110	Model	ODOT #448 Type 1 (material only)		CU YD	\$ 141.00	
	\$	12,500.00	Per Week	1 week	Availability	Champion	Make	Paver, material, trucking, compaction and labor shall be billed at their per unit hourly rates.				
Tractor with Broom Attachment – with Operator (#17 on Spec List)	\$	105.00	Per Hour	8 hrs	Min to Mobilize	DT 80	Model	Tack Material				
	\$	4,000.00	Per Week	48 hrs	Availability	Superior	Make	ODOT Spec CSS-1		GAL	\$ 3.50	
Additional Operators	\$	91.00	Per Hour				Non-Tracking Tack					
Additional Laborers	\$	77.00	Per Hour									
(\$1,000 Bid Bond)												

Bid Bond	X
Addendum No 01	X

ORDINANCE NO. 22-39

INTRODUCED BY: Krejci, Barath, Marnecheck

AN ORDINANCE ACCEPTING THE BID OF SET IN STONE CONTRACTING, LLC FOR THE 2022 ROAD MAINTENANCE PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the 2022 road maintenance program; and

WHEREAS: It has been determined that the bid of Set In Stone Contracting, LLC for concrete repairs is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

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 bid of Set In Stone Contracting, LLC for concrete repairs is hereby accepted as the lowest and best bid as set forth in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Mayor is hereby authorized to enter into a contract with Set In Stone Contracting, LLC in a form approved by the Director of Law.

Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Set In Stone Contracting, LLC and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

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 concrete repairs for the 2022 road maintenance program in the City of North Royalton.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton Service Department 2022 Road Maintenance Program Bidders Tabulation - CONCRETE REPAIRS

Bid Opening on Tuesday, February 22, 2022 at 10:00 am
at North Royalton City Hall, 14600 State Rd

				Independence Cement LLC		Konstruction King Inc		Set In Stone Contracting LLC	
Description		Estimated Usage	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Full Depth Concrete Removal, Disposal & Replacement (TO INCLUDE: Barricading, Saw Cutting, Subbase Removal, Disposal, Replacement & Compaction, Curb, Manhole, Monument Box or Water Valve Adjusted to Grade)	8" Slab	2,625	SY	\$ 83.00	\$ 217,875.00	\$ 80.00	\$ 210,000.00	\$ 82.50	\$ 216,562.50
	12" Slab	1,790	SY	\$ 105.00	\$ 187,950.00	\$ 124.00	\$ 221,960.00	\$ 111.00	\$ 198,690.00
Full Depth Concrete Joint Removal, Disposal & Replacement (minimum 3' width) (TO INCLUDE: Barricading, Saw Cutting, Subbase Removal, Disposal, Replacement & Compaction, Curb, Manhole, Monument Box or Water Valve Adjusted to Grade)	8" Joint Repair	583	SY	\$ 95.00	\$ 55,385.00	\$ 87.00	\$ 50,721.00	\$ 86.00	\$ 50,138.00
	12" Joint Repair	767	SY	\$ 116.00	\$ 88,972.00	\$ 135.00	\$ 103,545.00	\$ 120.00	\$ 92,040.00
Handicap Curb Ramps Removal, Disposal & Replacement 48" X 24" ArmorTile ADA Sidewalk Ramp, with Truncated dome (Model #22144, Color-Red) (To include Wire Mesh, W2.9 X W2.9, 6" x 6")	6" Depth	10	EA	\$ 500.00	\$ 5,000.00	\$ 500.00	\$ 5,000.00	\$ 300.00	\$ 3,000.00
Sidewalk Removal, Disposal & Replacement (To include Wire Mesh, W2.9 x W2.9, 6" x 6")	4" Depth	20	SY	\$ 75.00	\$ 1,500.00	\$ 60.00	\$ 1,200.00	\$ 63.00	\$ 1,260.00
Additional Cost for ODOT MS Concrete		700	CY	\$ 15.00	\$ 10,500.00	\$ 10.00	\$ 7,000.00	\$ 3.00	\$ 2,100.00
GRAND TOTAL ALL ESTIMATED CONCRETE WORK				\$ 567,182.00		\$ 599,426.00		\$ 563,790.50	
(10% Bid Bond)									
Bid Bond				X		X		X	
Addendum No 01				X		X		X	

ORDINANCE NO. 22-40

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE DONATION AGREEMENT WITH THE WEST CREEK CONSERVANCY FOR CERTAIN REAL ESTATE DEFINED AS PERMANENT PARCEL NOS. 485-05-008 AND 485-03-010, AND DECLARING AN EMERGENCY

WHEREAS: West Creek Conservancy owns Permanent Parcel Nos. 485-05-008 and 485-03-010; and

WHEREAS: The City of North Royalton and the West Creek Conservancy have reached an agreement for the donation of these two parcels to the City of North Royalton; and

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

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

Section 1. The Mayor is hereby authorized to enter into a Real Estate Donation Agreement with the West Creek Conservancy for certain real estate defined as Permanent Parcel Nos. 485-05-008 and 485-03-010 pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

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

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into the agreement as outlined above.

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:

Real Estate Donation Agreement

This Real Estate Donation Agreement (“**Agreement**”) is made by and between:

West Creek Conservancy
P.O. Box 347113
Parma, Ohio 44134
 (“**Donor**”)

and

City of North Royalton
14600 State Road
North Royalton, Ohio 44133
 (“**Donee**”)

Donor and Donee are sometimes referred to individually as “**Party**” or together as “**Parties**”.

RECITALS:

A. Donor is the owner in fee simple of certain real property situated in the City of North Royalton, County of Cuyahoga, State of Ohio, designated as of Permanent Parcel Nos. 485-03-010 and 485-05-008, legally described on Exhibit A attached hereto, and depicted on Exhibit B attached hereto (“**Donor’s Property**”)

B. Donor’s Property and certain property owned by Donee adjacent to Donor’s Property (to wit: Permanent Parcel Nos. 485-05-044 and 485-05-045) possess natural, scenic, wooded, wetland, riparian and open space values (collectively, “**Conservation Values**”) which the Parties desire to protect.

C. Donor shall donate Donor’s Property to Donee in order to preserve and protect the Conservation Values of both the Donor’s Property and the Donee’s Property in perpetuity pursuant to a Conservation Easement recorded thereon.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, Donor and Donee agree as follows:

1. Donation of Donor’s Property.

A. **Donor’s Property.** Donor shall donate to Donee and Donee shall accept from Donor, the Donor’s Property on the terms and conditions herein set forth.

B. **As Is.** Donee acknowledges that the Donor’s Property is being donated in its present “As Is” condition, subject to any encumbrances, conditions or matters of record approved by Donee in accordance with Paragraph 3 below, and that no warranties, representations or statements concerning the condition or value of the Donor’s Property have been relied upon by Donee.

2. Escrow Agent.

“**Escrow Agent**” shall be the Title Company (designated on the signature page of this Agreement). This Agreement shall serve as escrow instructions and shall be subject to the usual conditions of acceptance of Escrow Agent insofar as the same are not inconsistent with any of the terms hereof.

3. **Donee's Due Diligence.**

- A. **Title Commitment.** Donee shall have the right to order and obtain a current title commitment ("**Title Commitment**") issued by the Title Company setting forth the state of the title of the Donor's Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting the Donor's Property which would appear in an Owner's Policy of Title Insurance ("**Title Policy**"), if issued by the Title Company for the Donor's Property.
- B. **Inspections.** Donee or Donee's agents shall have the right and permission, at Donee's expense, to enter upon the Donor's Property, or any part thereof, after the Effective Date, at all reasonable times and from time to time prior to termination of this Agreement for the purpose of making all inspections, tests, surveys and studies (collectively, "**Inspections**") required to determine the suitability of the Donor's Property for Donee's purposes as Donee shall solely determine (which shall include without limitation, physical inspections, environmental assessments, soil tests, etc.). Donor shall cooperate with Donee and/or Donee's agents in providing information and access to the Donor's Property necessary to complete the Inspections.
- C. **Indemnity.** Donee be responsible for any physical damage, physical injury to Donee's employees, agents or contractors and any mechanics, and materialmen liens, caused as a result or arising out of or in connection with any Inspections conducted by Donee or Donee's agents after the Effective Date.

4. **Title Commitment and Inspection.**

- A. Donee shall endeavor to give Donor notice of Donee's satisfaction with Title Commitment and Inspections promptly upon such determination.
- B. Donee shall notify Donor if Donee is not satisfied with any aspect of the Title Commitment and Inspections (each an "**Objectable Condition**"), and Donor, at its sole cost, shall have the right (but not the obligation) to remedy any such Objectable Condition to Donee's satisfaction within 30 days of Donor's receipt of such notice. In the event Donor declined (or is unable) to remedy any such Objectable Condition to Donee's satisfaction within such 30 day period, this Agreement shall be deemed terminated thereupon. Upon termination of this Agreement pursuant to this Paragraph, this Agreement shall be null and void.

5. **Donation Arrangements.**

- A. **Closing Obligations.** Donor's donation of the Donor's Property shall be effected at the office of the Escrow Agent, not later than 10 days after date of Donee's notice to Donor of Donee's acceptance of the title and condition of the Donor's Property ("**Donation Date**" or "**Closing**") or on such other Donation Date as may be mutually agreed by the Parties.
 - i. On or before the Donation Date, Donor shall execute, acknowledge and deliver such affidavits, resolutions and other documents which the Title Company shall reasonably require in order to issue the Title Policy and to omit from the Title Policy all exceptions

for judgments, mechanics liens and similar matters.

- ii. On or before the Donation Date, Donor shall deliver to Escrow Agent a Limited Warranty Deed (“**Deed**”), duly executed and in proper form for recording as approved by Donee’s counsel conveying to Donee fee simple, marketable and insurable title to the Donor’s Property, free and clear of all liens and encumbrances not accepted by Donee during Donee’s review of the Title Commitment.
- iii. At Closing, Title Company will issue to Donee the Title Policy in such amount as Donee may reasonably stipulate to be issued in accordance with the form of Title Commitment approved by Donee without any intervening liens, encumbrances or exceptions.

B. Escrow Agent's Closing Obligations. At the Donation Date, after causing the filing of the Deed, Escrow Agent shall close this transaction as follows:

- i. Charge Donor with and pay to the payee entitled thereto 50% of Escrow Agent’s fee and the cost of the title examination, Title Commitment, Title Policy and Deed.
- ii. Charge Donee with and pay to the payee entitled thereof 50% of Escrow Agent’s fee, the cost of the title examination, Title Commitment, Title Policy and Deed.
- iii. Immediately following the Donation Date, Escrow Agent shall deliver the funds and documents as follows:
 - a. to Donor (or Donor’s attorney if Donor is represented by legal counsel) the funds and documents due Donor together with duplicate copies of the escrow statement; and
 - b. to Donee (or Donee’s attorney, if Donee is represented by legal counsel), the funds and documents due Donee together with duplicate copies of the escrow statement.

6. General Provisions

A. Notices.

All notices, elections, consents, demands and communications shall be in writing and shall be (i) personally delivered; (ii) sent by overnight mail (FedEx or another commercially recognized overnight carrier that provides receipts for all deliveries); or (iii) sent and delivered by facsimile or e-mail, followed by a hard copy sent by overnight carrier (unless such secondary delivery requirement is affirmatively waived in writing in each instance by the noticed party); and each notice shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Copies of notices shall be sent to the Attorneys for the respective Parties, if identified on the signature page. Either Party may, by written notice to the other, change the address to which notices are to be sent.

- B. **Entire Agreement.** This Agreement, together with the attached Exhibits, contains all of the terms and conditions of the Agreement between the Parties, and any and all prior and contemporaneous oral and written Agreements are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.
- C. **Counterparts.** This Agreement may be executed in multiple counterparts and shall be effective when such counterparts are executed by and delivered to all signatory Parties. Such counterparts shall be taken to be one and the same original document with the same effect as if all Parties hereto had signed the same document. Any executed signature page of this Agreement (together with any separate acknowledgment page) may be detached from any counterpart and attached to another counterpart containing the signature pages (and any acknowledgment pages) with the signatures (and acknowledgments) of all other signatory Parties to this Agreement.
- D. **Electronic Execution.** For purposes of executing this Agreement and any other document to be executed in connection herewith (other than documents to be recorded), a document signed and transmitted by facsimile machine or other electronic transmission shall be treated as an original document. The signature of any party thereon shall be considered an original signature and the document transmitted shall be considered to have the binding legal effect as if it were originally signed. At the request of any party, any signed document sent by facsimile or other electronic transmission shall be re-executed in original form. No party hereto may raise the use of a facsimile or other electronic transmission, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic transmission as a defense to the enforcement of this Agreement.

IN WITNESS WHEREOF, Donor, Donee and Escrow Agent/Title Company have hereunto set their hands at the place and date set forth beneath their signatures, the later of such dates being referred to herein as the “**Effective Date**”.

Donor: West Creek Conservancy

Donee: City of North Royalton

By: _____
Derek Schafer, Executive Director

By: _____

By: _____
Jeffrey Lennartz, Board Chair

By: _____

(place)

(place)

(date)

(date)

Donor's attorney:

Donee's attorney:

Ziegler Metzger LLP
Christopher E. Soukup
1111 Superior Avenue, Suite 1000
Cleveland Ohio 44114
t: 216.781.5470
f: 216.781.0714
csoukup@zieglermetzger.com

Escrow Agent/Title Company:
Innovative Title and Escrow Services

By: _____

(place)

(date)
1440 Rockside Road, Suite 310
Parma, Ohio 44134
t: 216.635.0870
f: 216.635.0874
innovativetitle@aol.com

LEGAL DESCRIPTION

PARCEL NO. 1

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township Lot No. 7, also known as being the remainder of a parcel of land conveyed to Henry F. and Clare M. Clausen by deed recorded in Volume 6437, Page 268 of Cuyahoga County Deed Records, and more fully bounded and described as follows:

Beginning at the westerly most northwesterly corner of said land conveyed to H.F. and C.M. Clausen, at a point 0.17 feet south of a P.K. nail found, said point being the intersection of the centerline of York Road (60 feet wide) with the centerline of Bennett Road, (60 feet wide);

Thence North 54°50'55" East, along the centerline of Bennett Road, as aforesaid, 507.68 feet to a point and the northerly most northwesterly corner of said land conveyed to H.F. and C.M. Clausen;

Thence South 88°02'14" East, along the northerly line of said land conveyed to H.F. and C.M. Clausen, 49.72 feet to a 3/4 inch iron pin found in the southerly right-of-way of Bennett Road, as aforesaid;

Thence South 54°50'55" West, along the southerly right-of-way of Bennett Road, as aforesaid, 400.02 feet to a 5/8 inch iron pin found at the northwesterly corner of a parcel of land conveyed to George J. and Irene R. Sopko by deed recorded in Volume 85-1386, Page 21 of Cuyahoga County Deed Records;

Thence South 02°50'25" West, along the westerly line of said land conveyed to G.J. and I.R. Sopko, 225.11 feet to an point in the centerline of Edgerton Road (49.5 feet wide) passing through a 5/8 inch iron pin set in the northerly right-of-way thereof;

Thence North 87°09'35" West, along the centerline of Edgerton Road, as aforesaid, 126.71 feet to the southwest corner of said land conveyed to H.F. and C.M. Clausen;

Thence Due North, along the extension of the centerline of York Road, as aforesaid, 158.27 feet to the Point of Beginning, passing through 5/8 inch iron pins set in the northerly right-of-way of Edgerton Road, as aforesaid, and the southerly right-of-way of Bennett Road, as aforesaid. Be the same more or less but subject to all legal highways and containing 0.8903 Gross Acres of land, of which 0.3706 Acres lie within the right-of-way of Bennett Road, and 0.0723 Acres lie within the right-of-way of Edgerton Road, leaving 0.4474 Net Acres. According to a survey performed by Louise A. Veverka, P.S. 7513 dated July 20, 2000. All 5/8 inch iron pins set are capped with yellow plastic caps, stamped with "Veverka, P.S. 7513" TM-00-65-S-001

PERMANENT PARCEL NO. 485-05-008

PARCEL NO. 2

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio: And known as being part of the Original Royalton Township Section No. 7 and bounded and described as follows:

Beginning on the centerline of Edgerton Road at its point of intersection with the centerline of Bennett Road;

Thence Southeasterly along the centerline of Edgerton Road, 200.77 feet;

Thence North 02° 38' 50" East, 158.06 feet to an iron pin at the intersection of the centerline of York Road with the centerline of Bennett Road;

Thence South 57° 29' 30" West along the centerline of Bennett Road, 244.67 feet to the place of beginning and being further known as Sublot No. 1 in Martinyale Subdivision Nos. 1 and 2 proposed of part of Original Royalton Township Section Nos. 4 And 7, as appears by said plat be the same more or less but subject to all legal highways.

PERMANENT PARCEL NO. 485-03-010

DONOR'S PROPERTY



EXHIBIT B

ORDINANCE NO. 22-41

INTRODUCED BY: Mayor Antoskiewicz
Co-Sponsor: Marnecheck, Carbone-McDonald

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONSERVATION EASEMENT TO THE WEST CREEK CONSERVANCY, AND DECLARING AN EMERGENCY

- WHEREAS: Permanent Parcel Nos. 485-03-010, 485-05-008, 485-05-044 and 485-05-045 have substantial value as a scenic, natural, aesthetic, and educational resource in its present state constituting a natural habitat for plants and wildlife; and
- WHEREAS: It is the desire of the City of North Royalton to grant and convey a Conservation Easement on Permanent Parcel Nos. 485-03-010, 485-05-008, 485-05-044 and 485-05-045 to the West Creek Conservancy for the preservation of this natural resource; and
- WHEREAS: Council desires to provide for this conveyance.

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

- Section 1. The Mayor is hereby authorized to execute and deliver a Conservation Easement on Permanent Parcel Nos. 485-03-010, 485-05-008, 485-05-044 and 485-05-045 to the West Creek Conservancy in a form substantially similar to Exhibit A attached hereto, subject to such terms and conditions as approved 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 grant and convey a Conservation Easement on Permanent Parcel Nos. 485-03-010, 485-05-008, 485-05-044 and 485-05-045 to the West Creek Conservancy for the protection and preservation of the environment.

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:

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made by the City of North Royalton, whose mailing address is 14600 State Road, North Royalton, Ohio 44133 (“**Grantor**”) to West Creek Conservancy, whose mailing address is P.O. Box 347113, Parma, Ohio 44134 (“**Grantee**”).

Recitals:

A. Grantor is the owner in fee simple of certain real property situated in the City of North Royalton, County of Cuyahoga, State of Ohio, designated as Permanent Parcel Nos. 485-03-010, 485-05-008, 485-05-044 and 485-05-045, legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (collectively, “**Protected Parcels**”).

B. The U.S. Army Corps of Engineers (“**USACE**”) has issued that certain Department of the Army Permit No. 2013-00395, Nationwide Permit No. 39 as Published in the Federal Register, Volume 77, No. 34, on Tuesday, February 21, 2012 (“**Permit**”), pertaining to a certain development project located in Avon, Ohio. The Permit requires compliance with the mitigation requirements described in the Permit for the preservation of the Protected Parcels in perpetuity pursuant to a conservation easement, as a condition of the Permit, which will require that the Protected Parcels be utilized for “park and natural conservation” purposes only.

C. The Protected Parcels have substantial value as a scenic, natural, aesthetic, aquatic and educational resource in its present state as a natural, scenic,

open, wooded and/or wetland or riparian area, constituting a natural habitat for plants and wildlife (collectively, “**Conservation Values**”).

D. To achieve the common purpose of conserving the Conservation Values of the Protected Parcels, and prevent the use or development of the Protected Parcels for any purpose or in any manner that would conflict with the maintenance of the Conservation Values of the Protected Parcels, Grantor shall convey to Grantee a conservation easement encumbering the Protected Parcels upon the terms and conditions hereinafter set forth (“**Conservation Easement**”).

E. “Ecological, scientific, educational, and aesthetic value”, “natural, scenic and open condition” and “Conservation Values” as used herein shall, without limiting the generality of the terms, mean a condition that is no less natural than the condition of the Protected Parcels at the time of this Grant, “natural” meaning that native plants and wildlife are permitted to carry out their life cycles without undue human interference.

F. The Conservation Easement shall preserve and protect the Conservation Values of the Protected Parcel in perpetuity so as to prevent or remedy subsequent activities or uses that are inconsistent with the terms of the Conservation Easement; and Grantee by accepting the Conservation Easement intends to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Parcels according to the terms of the Conservation Easement.

G. The purpose of this Conservation Easement is to assure that the Protected Parcels will be retained and forever preserved in their natural, forested and/or aquatic condition, as a habitat for plants and wildlife, a protected water resource and as a buffer zone for the streams, if any, contained within them.

H. Grantor and Grantee intend that this Conservation Easement shall be a “conservation easement” as defined in Section 5301.67 of the Ohio Revised Code; and

I. Grantee is willing to accept this Conservation Easement, subject to the reservations and to the terms and conditions and obligations set out herein and imposed hereby;

NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises, covenants, terms, conditions, and restrictions hereinafter set forth, Grantor does hereby grant, give, and convey unto Grantee, its successors and assigns, forever and in

perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Protected Parcels, for the purposes of preserving, protecting, and maintaining the Conservation Values of the Protected Parcels as a natural, scenic, open, wooded and/or wetland or riparian area, as habitat for plants, wildlife, and together with the right of access, and of visual access to and view of the Protected Parcels in their natural, scenic and open condition.

THE TERMS, CONDITIONS, AND RESTRICTIONS OF THE CONSERVATION EASEMENT ARE AS HEREINAFTER SET FORTH:

I. Rights and Responsibilities of Grantor

Grantor agrees as follows:

1. Except as otherwise herein provided, the Protected Parcels shall remain in their natural condition and be managed in a manner consistent with its preservation as a natural, scenic, open, wooded and/or wetland or riparian area. Each and every other activity or construction that might endanger the Conservation Values of the Protected Parcels is forbidden. Without limiting the generality of the foregoing, it is Grantor's intent that this Conservation Easement prohibit commercial, industrial, or residential use of the Protected Parcels.
2. There shall be no activities or uses detrimental to water purity on the Protected Parcels and no alteration or manipulation of the natural water courses, streams, gorges, marshes, wetlands, ponds or other water bodies by draining, filling, dredging, diking or otherwise except in accordance with generally accepted conservation procedures designed to enhance wetland and water course attributes and except as may be necessary to (i) prevent or halt soil erosion, soil slippage, and damage from erosion or (ii) maintain, repair or remove existing small dams and ponds.
3. No roads, buildings or other structures of any kind, camping accommodations, or mobile homes, shall be hereafter erected or placed on the Protected Parcels except as herein described. No fences shall be hereafter erected on the Protected Parcels, except that any existing fences may be maintained, repaired, replaced or removed as needed, and except that fences may be installed, upon consent of Grantee, along the Protected Parcels' boundary or around special preserved or restricted areas for ecological and conservation purposes, provided that any fence or fence maintenance does not impede stream and water flow and further provided that such installation or maintenance shall be performed with minimal disturbance to vegetation within the easement. The area needed to install or repair such fences shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.

4. There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, or any placement of underground storage tanks, on or in the Protected Parcels, and no changing of their topography through the placing of soil or other substance or material such as land fill or dredging spoils on the Protected Parcels except in accordance with accepted conservation procedures designed to enhance wetland and/or water course attributes. All trash or nonconforming material that is dumped or placed on the Protected Parcels shall be removed from the Protected Parcels by the person or entity performing the dumping within 30 days of first being found.

5. There shall be no fillings, excavations, dredging, mining, drilling, removal of soil, clay, sand, gravel, rock, minerals or other inorganic and natural organic materials or other changes in the general topography, of the on surface or subsurface of the Protected Parcels in any manner except as may be required in the course of any activity permitted herein and in accordance with generally accepted conservation procedures excepting what is necessary for the maintenance of foot trails, and that caused by the forces of nature. Without limiting the foregoing, there shall be no drilling for oil or gas or similar substances, nor shall the Protected Parcels be used as part of any drilling unit for oil and gas production.

6. No power lines, transmission lines, or communications towers may be erected. No interests in the Protected Parcels shall be granted for such purposes. It is the intent of this provision to grant to the Grantee such an interest in the Protected Parcels as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. Grantor reserves the right to maintain and repair existing telephone, electric, sewer, stormwater, water, wells, or other utility lines or mains needed to provide for the needs of Grantor, Grantor's successors or assigns. The area needed to repair such facilities shall be the minimum necessary to accomplish the task as agreed upon in writing by Grantor and Grantee. Upon completion, the disturbed area shall be restored at Grantor's expense to its previous state or as near as practical.

7. There shall be no use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface. Nor shall there be actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation on the Protected Parcels.

8. There shall be no removal or destruction of native growth, nor the cutting of trees, shrubs, or other vegetation on the Protected Parcels except in accordance with accepted conservation procedures designed to enhance natural areas, wetland and/or water course attributes. Nor shall there be any use of fertilizers, spraying with

biocides, introduction of nonnative animals, grazing of domestic animals or disturbance or change in the natural habitat on the Protected Parcels except in accordance with applicable laws, good husbandry practices, the Management Plan (hereafter defined) and enhancement of wildlife habitats. Notwithstanding the foregoing, vegetation on the Protected Parcels may be managed as may be necessary for:

- A. the control or prevention of imminent hazard, disease or fire and to restore natural habitat areas to promote native vegetation except for the blocking of streams;
- B. the removal and clearing of diseased, dying, damaged, destroyed or fallen trees, shrubs, or other vegetation which can be cut and left lying in place except for blocking streams provided however that diseased trees and vegetation which are cut may be removed from the site in order to prevent the spread of the disease;
- C. the elimination and removal of grapevines, poison ivy, invasive species and other toxic and undesirable growth which can be cut and left lying in place except for blocking streams;
- D. environmental study or evaluation and/or wildlife habitat enhancement; and
- E. the maintenance of any utilities or facilities that exist as of the date of the recording of this Conservation Easement.

9. There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Protected Parcels except for police cars, emergency vehicles, and equipment necessary to accomplish the installation, maintenance or repair activities allowed herein.

10. There shall be no hunting or trapping on the Protected Parcels, except to the extent specifically approved of in advance by Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area.

11. No signs or advertising of any kind or nature shall be located on the Protected Parcels except for:

- A. Signs stating the name and address of the Protected Parcels or marking the entrances, directions and boundaries of the Protected Parcels.

Grantee shall have the right to post or clearly mark the boundaries of the Protected Parcels in compliance with Grantee's policies and post signs which indicate that it is burdened by a conservation easement in favor of Grantee.

- B. Grantee shall have the right to post signage recognizing funding sources and grants that were used in the acquisition, enhancement, and/or protection of the Protected Parcels or easement as well as signs, memorials, monuments and other similar signs to promote the Protected Parcels and educational or environmental activities thereon.
- C. Grantee may erect signs on the Protected Parcels to warn the visitors of hazards (if any), and to notify visitors of prohibited activities.

12. Grantor expressly reserves for itself, its successors, and assigns, the right to use the Protected Parcels for all purposes consistent with this Conservation Easement.

13. Grantor agrees to manage the Protected Parcels for public park and natural area conservation purposes consistent with this Grant of Conservation Easement and allow public access to the Protected Parcels during hours of operation typical of area parks. Grantee shall have the right to conduct tours, interpretive programs, and educational activities on the Protected Parcels.

14. Grantor and/or Grantee, and their respective successors, and assigns, shall each have the right to construct or maintain unpaved foot trails on the Protected Parcels. These are to be installed with minimal impact to the environment and streams and require prior approval of USACE. The trails, including their design, location, and operation, will be in compliance with the conservation easement and additionally approved by Grantee.

15. Grantor and Grantee shall have the right to construct and maintain interpretive displays and signage. These are to be installed with minimal impact to the environment and streams and will be in compliance with a Management Plan approved by Grantee.

16. Grantor and Grantee, shall have the right to construct stream and wetland enhancement and/or restoration projects that prevent soil erosion, result in improved stream water quality, and enhance wildlife habitat. Such projects must be in compliance with the conservation easement, approved in advance by Grantee and USACE to determine if additional permit authorization is necessary. Grantor shall grant, give, and convey the right to Grantee to install scientific equipment necessary

to monitor, study, test, record and produce data or other information relating to environmental conditions, wildlife habitat, and water quality.

17. Grantor shall adopt a management plan for the care and maintenance of the Protected Parcels in accordance with the terms and conditions of this conservation easement (“**Management Plan**”). The Management Plan, and any future updates to said Management Plan, will be subject to the review and approval of Grantee.

18. The Protected Parcels shall not be platted or subdivided or otherwise divided, conveyed, or transferred in more than one single parcel.

II. Perpetual Restrictions

The restrictions set forth in this Conservation Easement shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by Grantee.

III. Present Conveyance of Real Property Interest

This Conservation Easement constitutes a real property interest immediately vested in the Grantee.

IV. Future Conveyances by Grantor

Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will be incorporated by reference in any subsequent deed, or other legal instrument, by which Grantor divests itself of either the fee simple title to, or of its possessory interest in, the Protected Parcels.

V. Amendments of This Grant

This Grant may be amended or terminated only with the written consent of Grantee and USACE and Grantee’s compliance with the 60-day advance notice requirement of Mitigation Rule Section 332.7(a)(3).

VI. Remediation

In the event a violation of these terms, conditions, or restrictions is found to exist, Grantee may, after notice to Grantor, institute an action to enjoin by *ex parte*, temporary, and/or permanent injunction such violation, to require the restoration of the Protected Parcels to its prior conditions, and/or for damages for breach of covenant. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Protected Parcels due to causes

beyond the Grantor's control, such as changes caused by natural fire, floods, storm, or unauthorized wrongful acts of third persons.

VII. Releases of Certain Substances

If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Parcels of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, flora or fauna in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

VIII. Hold Harmless

Grantor shall be responsible for damages and/or injuries caused by its negligence and/or recklessness.

IX. Right of Inspection and Access

Grantee, or its duly authorized representative, may enter the Protected Parcels at any time on any day for inspection and/or annual monitoring purposes. Grantor shall allow access across any of Grantor's adjacent properties if access from a public street to the Protected Parcels is for any reason unavailable.

X. Grantee's Rights and Remedies

In order to accomplish the purposes of this Conservation Easement, the following rights and remedies are conveyed to Grantee, so that Grantee may: (1) preserve and protect the Conservation Values of the Protected Parcels, (2) prevent any activity on or use of the Protected Parcels which is inconsistent with the purposes of this Conservation Easement, and (3) require the restoration of any areas of the Protected Parcels that may be damaged by any unauthorized activity or use.

To accomplish the purposes of this Conservation Easement, Grantee, its employees, representatives, and agents, shall be entitled to enter in, upon, and over the entire Protected Parcels at any reasonable time and from time to time, (a) for conservation, educational and interpretive activities, (b) to monitor Grantor's compliance with and otherwise to enforce, the terms, conditions, and restrictions of this Conservation Easement, (c) to prevent any activity or use that is inconsistent with the purposes of this Conservation Easement, (d) to require or effect restoration of such areas or features of the Protected Parcels that may be or have been damaged, and (e)

to oversee Grantor's habitat and other management activities (collectively, "**Conservation Activities**"). In order to preserve, protect and enhance the Conservation Values of the Protected Parcels, Grantee shall have the right to manage the Protected Parcel by performing any of the following including, but not limited to:

- i. planting trees, shrubs, and perennial and/or annual plants;
- ii. removing nuisance and/or non-native flora and fauna by any lawful means;
- iii. placing nesting structures for waterfowl and other birds;
- iv. trimming, cutting, and/or removing plants to improve habitat potential for fish, plants, and wildlife;
- v. restoring wetlands, "prairie lands" and other endangered habitats that have been previously disturbed, which restoration may require, without limitation, manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies;
- vi. performing any and all maintenance or repair activities;
- vii. conducting biological or water quality surveys and installing scientific instrumentation ancillary thereto; and

Notwithstanding anything to the contrary hereinbefore set forth, all of the Conservation Activities and any management activities permitted herein shall be conducted in accordance with the requirements of this Conservation Easement and sound preservation/conservation practices without violating applicable governmental laws, rules and regulations. Each party shall use reasonable efforts to keep the other apprised of all significant activities to be conducted on the Protected Parcels.

A. Notice of Violation Corrective Action: If Grantee, determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee, shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Conservation Values of the Protected Parcels resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Parcels so injured to its prior condition in accordance with a plan approved in writing by Grantee.

B. Injunctive Relief: If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the

violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction, and to require the restoration of the Protected Parcels in the condition that existed prior to any such injury.

C. Damages: Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages (as awarded by the Court) for the loss of any scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Parcels.

D. Emergency Enforcement: If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Parcels, Grantee may pursue its remedies under this section without prior notice to Grantor and without waiting for the period provided for cure to expire.

E. Scope of Relief: Grantor agrees that the remedies at law for Grantee for any violation of the terms of this Conservation Easement are inadequate and that the Grantee may be entitled to the injunctive relief described in this section, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies of Grantee described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. Forbearance: Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any of its terms shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same. No delay or omission by Grantee in the exercise of any right or remedy shall be construed as a waiver.

F. Waiver of Certain Defenses: Grantor hereby waives any defenses of laches, estoppel, or prescription.

G. Third Parties. Nothing in this section will prevent Grantor or Grantee from proceeding immediately against third parties who cause violations of this Conservation Easement.

H. Force Majeure. It is specifically acknowledged that the remedies in this section will not apply to violations caused by third parties, war, Acts of God, force majeure or other causes beyond the control of Grantor.

XI. Amendments of This Grant

This Grant may be amended only with the written consent of the Grantee and USACE.

XII. Restriction on Transfer of the Protected Parcels

Grantor shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Protected Parcels without the prior written consent of Grantee, which consent may be withheld in its sole discretion; provided however, such consent will not be unreasonably withheld or delayed in the event the Protected Parcels are transferred to a municipality, governmental entity, park district, or other private entity with a express purpose of owning and maintaining natural conservation areas or parks. USACE must be notified in writing of such transfer of the Protected Parcels.

XIII. Payment of Taxes and Special Assessments

Grantor shall pay all taxes and special assessments validly assessed and levied against the Protected Parcels, including any such taxes validly levied and assessed against the Conservation Easement by competent authorities, and shall bear all costs of maintenance, insurance and any liabilities related to the Protected Parcels, and does hereby indemnify and hold Grantee harmless therefrom.

XIV. Eminent Domain

If all or part of the Protected Parcels are taken in the exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restriction imposed by this conservation easement, Grantor and Grantee shall join in appropriate actions to recover the full value of the Protected Parcels (or portion thereof) taken and all incidental or direct damages that result from such taking. Any expense incurred by Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Protected Parcels, such proportion to be established

by using the relationship at the time of this Grant, of the fair market value of the Protected Parcels encumbered by this Conservation Easement as compared to the fair market value of the Protected Parcels as unencumbered by this Conservation Easement.

XVI. Transfer by Grantee

Grantee shall have the right to transfer this perpetual Conservation Easement to any organization which is eligible to hold a Conservation Easement under the laws of the State of Ohio that agrees to the terms, conditions, restrictions, and purposes of this Conservation Easement, provided that such transfer shall be subject to the prior written consent of Grantee, whose consent will not be unreasonably withheld or delayed. Grantee shall provide Grantor and USACE 30 days advance notice of such transfer.

XVI. Surveys

If any future concerns about the Protected Parcels' boundaries arise and cannot be resolved between Grantor and Grantee, Grantor will survey, or cause to be surveyed, the Protected Parcels. The survey used will meet the requirements set forth in Chapter 4733-37 of the Ohio Administrative Code, as hereafter amended. The Protected Parcels survey will be paid for in full by the Grantor, unless the survey results substantiate the Grantor's position, in which case Grantee shall pay said fees.

XVII. Recording and Deed Reference

This Conservation Easement will be filed and recorded with the Cuyahoga County Recorders' Office by Grantee. Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will either be referred to or inserted in any subsequent deed, or other transfer instrument, by which the Grantor transfers title or possessory interest in the Protected Parcels. Furthermore, Grantor agrees that if a new plat plan is being done for the Protected Parcels, the Conservation Easement will be referred to on the registered plat plan.

XVIII. Grantor's Continuing Obligation

Grantor's continuing obligations hereunder shall cease upon transfer of Grantor's interest in the Protected Parcels, provided however, that Grantor shall remain liable to Grantee for any breach of the warranties, representation, covenants, and/or promises contained herein occurring or existing prior to the date of such transfer.

XIX. Miscellaneous

A. Ohio Law to Govern. The laws of the State of Ohio shall govern this Conservation Easement agreement. If any provision herein is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby. This instrument sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, undertakings or agreements relating to the grant of this Conservation Easement.

B. Counterparts. The parties may execute this Conservation Easement Agreement in one or more counterparts which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument with respect to the party who signed it. In the event of any disparity between counterparts, the counterpart recorded by Grantee shall be controlling.

C. Nature of Easement. Without limiting any other provision of this Conservation Easement, Grantor and Grantee agree and intend that the Conservation Easement granted and accepted hereby constitute a "conservation easement" as that term is used in Section 5301.67 through 5301.70 of the Ohio Revised Code and that the Conservation Easement granted hereby shall be entitled to all the benefits of such sections.

D. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

The notice addresses of the parties are as follows:

Grantor: City of North Royalton
14600 State Road
North Royalton, Ohio 44133

Grantee: West Creek Conservancy
P.O. Box 347113
Parma, Ohio 44134

USACE: USACE
1776 Niagara Street
Buffalo, New York 14207

ACCEPTANCE

The undersigned does hereby consent to and accept the foregoing Conservation Easement and all the obligations imposed thereby.

IN WITNESS WHEREOF, WEST CREEK CONSERVANCY, has executed and delivered this ACCEPTANCE this ____ day of _____, 2020.

GRANTEE: WEST CREEK CONSERVANCY

By: _____
Derek Schafer, Executive Director

By: _____
Jeffrey Lennartz, Board Chair

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Derek Schafer, the Executive Director and Jeffrey Lennartz, the Board Chair of West Creek Conservancy, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

LEGAL DESCRIPTION

PARCEL NO. 1

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township Lot No. 7, also known as being the remainder of a parcel of land conveyed to Henry F. and Clare M. Clausen by deed recorded in Volume 6437, Page 268 of Cuyahoga County Deed Records, and more fully bounded and described as follows:

Beginning at the westerly most northwesterly corner of said land conveyed to H.F. and C.M. Clausen, at a point 0.17 feet south of a P.K. nail found, said point being the intersection of the centerline of York Road (60 feet wide) with the centerline of Bennett Road, (60 feet wide);

Thence North 54°50'55" East, along the centerline of Bennett Road, as aforesaid, 507.68 feet to a point and the northerly most northwesterly corner of said land conveyed to H.F. and C.M. Clausen;

Thence South 88°02'14" East, along the northerly line of said land conveyed to H.F. and C.M. Clausen, 49.72 feet to a 3/4 inch iron pin found in the southerly right-of-way of Bennett Road, as aforesaid;

Thence South 54°50'55" West, along the southerly right-of-way of Bennett Road, as aforesaid, 400.02 feet to a 5/8 inch iron pin found at the northwesterly corner of a parcel of land conveyed to George J. and Irene R. Sopko by deed recorded in Volume 85-1386, Page 21 of Cuyahoga County Deed Records;

Thence South 02°50'25" West, along the westerly line of said land conveyed to G.J. and I.R. Sopko, 225.11 feet to an point in the centerline of Edgerton Road (49.5 feet wide) passing through a 5/8 inch iron pin set in the northerly right-of-way thereof;

Thence North 87°09'35" West, along the centerline of Edgerton Road, as aforesaid, 126.71 feet to the southwesterly corner of said land conveyed to H.F. and C.M. Clausen;

Thence Due North, along the extension of the centerline of York Road, as aforesaid, 158.27 feet to the Point of Beginning, passing through 5/8 inch iron pins set in the northerly right-of-way of Edgerton Road, as aforesaid, and the southerly right-of-

way of Bennett Road, as aforesaid. Be the same more or less but subject to all legal highways and containing 0.8903 Gross Acres of land, of which 0.3706 Acres lie within the right-of-way of Bennett Road, and 0.0723 Acres lie within the right-of-way of Edgerton Road, leaving 0.4474 Net Acres. According to a survey performed by Louise A. Veverka, P.S. 7513 dated July 20, 2000. All 5/8 inch iron pins set are capped with yellow plastic caps, stamped with "Veverka, P.S. 7513" TM-00-65-S-001

PERMANENT PARCEL NO. 485-05-008

PARCEL NO. 2

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio: And known as being part of the Original Royalton Township Section No. 7 and bounded and described as follows:

Beginning on the centerline of Edgerton Road at its point of intersection with the centerline of Bennett Road;

Thence Southeasterly along the centerline of Edgerton Road, 200.77 feet;

Thence North 02° 38' 50" East, 158.06 feet to an iron pin at the intersection of the centerline of York Road with the centerline of Bennett Road;

Thence South 57° 29' 30" West along the centerline of Bennett Road, 244.67 feet to the place of beginning and being further known as Sublot No. 1 in Martinyale Subdivision Nos. 1 and 2 proposed of part of Original Royalton Township Section Nos. 4 And 7, as appears by said plat be the same more or less but subject to all legal highways.

PERMANENT PARCEL NO. 485-03-010

PARCEL NO. 3

Situated in the State of Ohio, County of Cuyahoga and City of North Royalton:

Known as being part of Original Royalton Township Section No. 7, bounded and described as follows:

Beginning on the center line of Edgerton Road, 49.50 feet wide, as a point distant South $87^{\circ} 09' 35''$. East measured along said center line, 126.81 feet from its intersection with the Southerly prolongation of the center line of York Road, thence South $87^{\circ} 09' 35''$. East along the centerline of Edgerton Road, a distance of 100.00 feet, thence North $2^{\circ} 50' 25''$, East a distance of 226.51 feet, thence North $88^{\circ} 02' 14''$, West, a distance of 100.01 feet, thence South $2^{\circ} 50' 25''$ West, a distance of 224.98 feet to the center line of Edgerton Road and the place of beginning, according to a survey by The Henry G. Reitz Engineering Company dated December 1958, be the same more or less, but subject to all legal highways.

PERMANENT PARCEL NO. 485-05-044

PARCEL NO. 4

Situated in the State of Ohio, County of Cuyahoga and City of North Royalton:

Known as being part of Original Royalton Township Section No. 7, bounded and described as follows:

Beginning on the center line of Edgerton Road, 49.50 feet wide, as a point distant South $87^{\circ} 09' 35''$. East measured along said center line, 126.81 feet from its intersection with the Southerly prolongation of the center line of York Road, thence South $87^{\circ} 09' 35''$. East along the centerline of Edgerton Road, a distance of 100.00 feet, thence North $2^{\circ} 50' 25''$, East a distance of 226.51 feet, thence North $88^{\circ} 02' 14''$, West, a distance of 100.01 feet, thence South $2^{\circ} 50' 25''$. West, a distance of 224.98 feet to the center line of Edgerton Road and the place of beginning, according to a survey by The Henry G. Reitz Engineering Company dated December 1958, be the same more or less, but subject to all legal highways.

PERMANENT PARCEL NO. 485-05-045

DEPICTION OF PROTECTED PARCELS



ORDINANCE NO. 22-42

ORDINANCE NO. 22-42

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUMMER ENERGY TO PROVIDE ELECTRICITY TO CERTAIN MUNICIPAL ACCOUNTS, AND DECLARING AN EMERGENCY

WHEREAS: Electric customers, including the City of North Royalton, may procure electricity directly from a supplier, thereby potentially reducing its electric costs; and

WHEREAS: While most of the city's electric accounts are currently under NOPEC government aggregate account discount program (under 700,000 kw per year), two of the city's accounts are large commercial accounts (over 700,000 kw per year) and as such do not qualify for the NOPEC government aggregate discount program; and

WHEREAS: Summer Energy offers to provide electricity to municipal accounts located at 11675 West Royalton Road and 11355 West Sprague Road for a projected savings over the term of the agreement (48 months) of \$50,683.33 per year; and

WHEREAS: Council desires to authorize the Mayor to enter into an agreement with Summer Energy.

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

Section 1. The Mayor is hereby authorized to enter into an agreement with Summer Energy to provide electricity to municipal accounts located at 11675 West Royalton Road and 11355 West Sprague Road, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. 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 authorize the Mayor to enter into an agreement with Summer Energy to provide electricity to certain municipal accounts.

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:

Client▶	City of North Royalton		2/23/22				
LDC/Usage	Fixed 100%	Fixed 100%					
CEI	12 months	18 months	24 months	36 months	48 months		
2,912,835	April 1, 2022	April 1, 2022	April 1, 2022	April 1, 2022	April 1, 2022		
Suppliers ▼	KWH	KWH	KWH	KWH	KWH		
Constellation	\$0.0694	\$0.0664	\$0.0649	\$0.0633	\$0.0621		
Current Power & Gas	\$0.0688	\$0.0679	\$0.0669	\$0.0645	\$0.0633		
IGS Energy	\$0.0701	\$0.0687	\$0.0666	\$0.0649	\$0.0628		
Engle Energy	\$0.0696	\$0.0675	\$0.0658	\$0.0644	\$0.0629		
AEP Energy	\$0.0703	\$0.0688	\$0.0676	\$0.0652	\$0.0631		
Summer Energy	\$0.0685	\$0.0659	\$0.0642	\$0.0629	\$0.0601		



H.P. TECHNOLOGIES, INC.

Tom Krysiak
Consultant
6102 Dawn Vista Oval
Parma, OH 44129
FAX: 440-527-0399
Cell: 440-665-3097
Email:tkrysiak@yahoo.com

**City of North Royalton
Ohio Edison – Utility.
Sewage Plant A & B
Energy Quote – 2-23-2022**

ELECTRICITY

- Current Provider – Freepoint Energy.
- Current October Monthly Variable Rate – Sewage Treatment Plant A - **\$.07219/Kwh.**
- Current October Monthly Variable Rate – Sewage Treatment Plant B - **\$.0896/Kwh.**
- Averaged October Rate - **\$.0775/Kwh.**
- Yearly Usage – 2,912,835/Kwh.
- Offering - 12 Month Fixed Rate - **\$.0685/Kwh.**
- Offering – 18 month Fixed Rate - **\$.0659/Kwh.**
- Offering – 24 Month Fixed Rate - **\$.0642/Kwh.**
- Offering – 36 Month Fixed Rate - **\$.0629 /Kwh.**
- Offering – 48 Month Fixed Rate - **\$.0601/Kwh. Saves \$50,683.33/Year**
(\$\$.0775 - \$.0601 = \$.0174 x 2,912,835/Kwh).
- Fixed Rate Includes: Capacity Costs, Line Loss, Ancillary Costs and Congestion Costs.
- **April 2022 Start.**
- Utility Billing.
- Not in contract Freepoint Energy.
- **NOPEC** does not offer pricing on high volume accounts.

Summer Energy Midwest, LLC
Contract Confirmation All- Inclusive

Version PP82119



City of North Royalton and Summer Energy Midwest, LLC entered into a Master Electricity Services Agreement ("Master Agreement") dated _____.

This Contract Confirmation ("Confirmation") along with your separately executed Master Agreement constitutes your "Contract Documents." Please retain the Contract Documents for your records. A copy of the Contract Documents is available to Customer upon written request. In the event of a conflict between the provisions of the Master Agreement and this Contract Confirmation, the Contract Confirmation shall prevail.

By signing below, I am authorizing Summer Energy Midwest, LLC to become my new Electric Generation Supplier in place of my current EGS or the Electric Distribution Company ("EDC"), and Summer Energy Midwest, LLC to act as my agent to make this change and direct my current EGS or the EDC to work with Summer Energy Midwest, LLC to make this change.

Pricing: The price for energy is \$ per kWh. This is a fixed price which includes cost, and charges for electric energy supply, electric energy losses, generation capacity, network transmission (where applicable), transmission enhancement, operating reserves, ancillary services, administrative fees, ARR credits, any imbalanced charges, and renewable energy credits. **Price does not include any of the EDC's charges and taxes or applicable fees and / or penalties.** Customer's service begins with the EDC on the meter reading date set by the EDC.

Term: The estimated initial service term of this contract begins on 04/2022 and will continue for _____ billing cycles. Summer Energy Midwest, LLC will make commercially reasonable efforts to start service on the date set forth above. However, I acknowledge the commencement of service term is dependent upon confirmation by the EDC of the completion of all required enrollment processes.

Executed contracts must be received no later than 14 business days prior to the start date in order to ensure timely enrollment. Executed contracts received less than 14 business days will be submitted for the following meter read date.

Expected Annual Consumption for all premises 2,912,835 kWh

See Addendum A: For service addresses, utility and requested start dates.

CUSTOMER INFORMATION (please print)

Contact name: Jenny Esarey Tax ID # _____ Contact Phone #: 440-582-6234
Email: jesarey@northroyalton.org Billing address: 14600 State Road
City: North Royalton State: Ohio Zip Code: 44133

By my signature below (email or facsimile signature accepted as if it were an original), I hereby agree to be obligated by the terms and conditions set forth herein. I understand that I may be subject to credit check prior to the initiation of service.

This Confirmation is effective upon execution of this Confirmation and the Master Agreement by both parties and should be returned to your Account Manager:

Summer Energy Midwest, LLC (Toll Free: 866-727-5658)
5847 San Felipe St. #3700
Houston, TX 77057

Customer Signature: _____	Summer Energy Midwest, LLC: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Addendum A

Meter Type	Customer Name	Service Address	Service City	Service State	Service Zip Code	Utility	LDC/ESI Number	Requested State Date
	City of North Royalton	11675 W Royalton RD	North Royalton	OH	44133	CEIL	08005878451030000510	04/2022
	City of North Royalton	11355 W Sprague RD	North Royalton	OH	44133	CEIL	08005878451140000552	04/2022

ORDINANCE NO. 22-43

INTRODUCED BY: Wos, Dietrich, Carbone-McDonald
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2022 FORD INTERCEPTOR FOR THE NORTH ROYALTON POLICE DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM, VENDOR MONTROSE FORD, FOR AN AMOUNT NOT TO EXCEED \$33,351.41, AND DECLARING AN EMERGENCY

WHEREAS: Council has authorized the purchase of one (1) motor vehicle for the North Royalton Police Department; and

WHEREAS: The city is purchasing this vehicle through the Ohio Cooperative Purchasing Program of the Department of Administrative Services; and

WHEREAS: It is necessary to provide for the funding of said purchase.

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

Section 1. Council hereby authorizes the expenditure of an amount not to exceed \$33,351.41 (cost of vehicle, options, delivery, and warranty) for the purchase of one (1) 2022 Ford Interceptor for the North Royalton Police Department pursuant to Contract No. RS1006716, through the Ohio Cooperative Purchasing Program of the Department of Administrative Services, Vendor: Montrose Ford, 960 Medina Road, Akron, Ohio 44333 and as further described in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Chief of Police is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Department of Administrative Services, Ohio Cooperative Purchasing Program.

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

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

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

PRESIDENT OF COUNCIL

MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

STATE CONTRACT CTR006716

2022 POLICE EXPLORER

Order No:

NORTH ROYALTON PD (CHIEF CAR)

FIN# QC759

CURRENT STATE CONTRACT UNIT IS FOR A 2022 BLACK PIU HYBRID WITH KEYLESS ENTRY (FOBS) AND DS SPOT ONLY

PLEASE NOTE: COLOR, MOTOR AND OPTIONS CAN ALL BE CHANGED TO SUIT YOUR NEEDS

K8A 4DR AWD POLICE

99W 3.3L HYBRID

CHANGED

.119" WHEELBASE

44B 10-SP-MOD-HYBRD

CHANGED

M7 CARBONIZED GREY

425 50 STATE EMISS

9 CLTH BKTS/VNL R

51R DRV-LED-SPT-LMP

REMOVED

6 EBONY

55F KEYLESS - 4 FOB

500A EQUIP GRP

DEST AND DELIV

.AM/FM STEREO

STATE CONTRACT CTR006716 BID. THIS AMOUNT IS FOR THE ABOVE LISTED UNIT ONLY. ANY CHANGES (ADDING OR REMOVING OPTIONS) MADE BELOW WILL INCREASE OR DECREASE THE AMOUNT OF THE UNIT.

\$ 35,849.00

FORD FACTORY VSO (Vehicle Special Order) LIGHTING Add-On by customer request

ADDED BY CUST.		ADDITIONAL BID ITEM QUOTED TO STATE (WILL + OR - TO ABOVE AMOUNT)			
16D	\$ -	DELIVERY CHARGE	DLR	\$ 50.00	\$ 50.00
64E	\$ 460.41	WHEEL COVER	65L	\$ 53.00	
		3.3L V6 FFV	99B/44U	\$ (3,079.00)	\$ (3,079.00)
		3.0L V6 ECOBOOST	99C/44U	\$ 728.00	
		INSIDE REAR LOCKS/HANDLES INOP	68G	\$ 67.00	
		INSIDE WINDOWS REAR PWR DELETE	52P	\$ 143.00	
		HTD SIDE VIEW MIRRORS	549	\$ 53.00	\$ 53.00
		CARPET	16C	\$ 112.00	
		RED/WHIT DOME IN CARGO	17T	\$ 45.00	
		PER. ANTI-THEFT (req. 55F)	593	\$ 107.00	
		RMT KEYLESS ENTRY-DELETE	55F	\$	
		REAR CONSOLE PLATE	85R	\$ 40.00	
		GRILLE LED LIGHTS/SIREN/SPKR WIRE	60A	\$ 45.00	
		DRV LED SPT LMP DELETE	51R	\$ (352.00)	\$ (352.00)
		SYNC (INC CRPT/CLTH REAR/CONSOLE)	65U	\$ 348.00	\$ 348.00
		REAR LIGHT BLUE/BLEU FOR CARGO	66C	\$ 406.00	
		DARK CAR FEATURE	43D	\$ 22.00	\$ 22.00

STATE CONTRACT CTR006716

Attn: CHIEF TARASE

Derek Powers

Fleet/Gvmt. Sales Mgr.

Montrose Ford

QUOTED 2/21/2022

ORDERED

TOTAL OF STATE CONTRACT UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE

\$ 32,891.00

TOTAL FOR UPFIT PROVIDED VIA MONTROSE FORD

\$ -

TOTAL FOR CUSTOMER ADDED OPTIONS - NOT QUOTED TO THE STATE

\$ 460.41

TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS

\$ 0.00

TOTAL FOR SINGLE UNIT QUOTED / ORDERED

\$ 33,351.41

1 unit/s requested

\$ 33,351.41

Cust. Signature:

CHIEF K. A.

Date:

2/21/2022

CODE	DESCRIPTION
16D	Badge Delete
64E	18 in. Painted Aluminum Wheel

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: NEW, MODEL YEAR 2022 OR MANUFACTURER'S CURRENT PRODUCTION MODEL, LAW ENFORCEMENT VEHICLES

CONTRACT No.: RSI006716

CONTRACT ID: 6716

EFFECTIVE DATES: 12/23/2021 to 10/31/2022

SUPPLIER: MONTROSE FORD INC.

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SRC0000001531 that opened on 11/24/21. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Instructions to Bidders and Standard Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 10/31/24 unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the Ohio|Buys public portal at the following address:

<https://supplier-emarketplace.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed: _____

Kathleen C. Madden, Director

Date

1 - SPECIFICATIONS AND REQUIREMENTS**1.1 - SCOPE**

These specifications define the State's requirements for new, Model Year 2022 or manufacturer's current production model, law enforcement vehicles to be utilized by State Agencies in the operation of State government, primarily for law enforcement work. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing program.

Vehicle shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

1.2 - CLASSIFICATION

The information listed below is based upon vehicle purchases the Office of State Procurement had received from usage reports. Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies.

Item Number	Estimated Usage	Classification
2	1 Unit	Ford Interceptor: Sport Utility Vehicle-4 Door-V6- All Wheel Drive

1.3 - APPLICABLE DOCUMENTS

The following documents are applicable to this Contract:

- A. [Ohio Revised Code Section 125](#)
- B. Ohio Revised Code Chapters [4501](#), [4503](#), [4513](#), and [4517](#)
- C. Ohio Administrative Code Sections [4501:1-3-05](#)
- D. Federal Motor Vehicle Safety Standards (FMVSS)
- E. Society of Automotive Engineers (SAE) Automotive Technical Standards
- F. Occupational Safety & Health Administration (OSHA) Regulations
- G. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- H. Model Year 2022 or Manufacturer's most current Model EPA Fuel Economy Guide
- I. State of Michigan, Department of State Police, National Law Enforcement & Corrections Technology Center and Department of Technology Management and Budget, Model Year 2021 or Manufacturer's most current Model Police Evaluation Program.

1.4 - REQUIREMENTS

In addition to the Model Year 2022 or Manufacturer's most current Model Year State of Ohio Law Enforcement Vehicles minimum specification sheets, the following items of factory-installed equipment shall be required as Standard Equipment on each vehicle listed in this bid, unless otherwise noted. Optional Equipment required to be furnished on the unit is noted on the State's Specifications. Options listed herein, are to be factory installed except for items(s) not available from the factory.

1.4.1 - REQUIRED STANDARD EQUIPMENT

The following is required standard equipment:

- A. 12V power point
- B. Rust Proofing: Each vehicle listed in this bid shall have the Manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be included with this bid certifying compliance of this requirement. NOTE: Failure to provide this warranty may result in disqualification of this bid.
- C. Spare wheel and tire or tire mending kit is to be manufacturer's standard for the model bid.
- D. All vehicles to be delivered with fuel tank at least one-half (1/2) full.
- E. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.

Radio Suppression shall be equipped with noise suppression equipment for two-way radio operation, which shall suppress vehicle electrical and electronic generated radio frequency interference problems. Broad band vehicular generated noises shall not exceed ½ microvolt, as measured by the 12 DB SINAD method, at the two-way radio receiver antenna. Further, the vehicle shall not produce any on-frequency interference problems encountered with any of the on-board systems of the supplied vehicles. It is the responsibility of the contractor to ensure that operation of properly installed two-way mobile low band radio transmitters will not adversely affect the operation of the vehicle in any manner.

- F. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, all season, steel belted radials, black walled, and meet the minimum speed rating specified (unless otherwise specified).
- G. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturing standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will be assumed all colors are standard and no additional compensation will be made for any factory color ordered.
- H. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
- I. Additional Option Package: This has been included on the pricing pages for the bidder to include several of their more popular options. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

1.4.2 - OPTIONAL EQUIPMENT, TRUNK LID WARNING FLASHING LIGHTS

Inside Trunk Lid Warning Flashing Lights are to be installed as high as possible to provide maximum visibility from the rear of the vehicle.

1.5 - DELIVERY

1.5.1 - ORDER CONFIRMATION

Upon receipt of an order from an ordering agency, contractors are expected to enter orders with the factory within two (2) days after of receipt of purchase order. The contractor will confirm receipt of the agency's order and projected shipping date to the ordering agency within two (2) working days, by either fax or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (for Delayed Delivery refer to section 1.5.3).

1.5.2 - ORDERING ENTITY CONTACT

Any State of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an order to the dealership.

1.5.3 - DELAYED DELIVERY

- A. Certain agencies may require delayed delivery on various items within this Contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.
- B. If ordering entities elect to take delivery at the Contractor's place of business, pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

1.5.4 - DELIVERY INSTRUCTIONS

The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of Procurement Services.

1.5.5 - MANUFACTURERS PRODUCTION TERMINATION NOTICE (BUILD-OUT)

- A. The contractor is required to notify the Office of Procurement Services when build out dates are released by the manufacturer. A Build Out Schedule is listed in the Contract to assist entities in planning vehicle purchases. If an order is accepted by the contractor after the build out date and price protection for the new model year has not been established, the normal delivery timeline for delivery is required.
- B. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates but are urged to submit their orders as quickly as possible after receipt of the contract.
- C. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the Contract price.

- D. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price

1.6 - NOTES

1.6.1 - WARRANTY

Unless ordered with extended warranty, manufacturer's standard warranty shall apply, copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

1.6.2 - SPECIFICATION CONFORMATION & EXTRA ACCESSORIES

Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with State of Ohio requirements. Any extra accessories delivered on vehicles cannot and will not be paid for.

1.6.3 - ORDERING REQUIREMENTS/LIMITATIONS

Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.

1.6.4 - ADDITIONAL OPTIONS

Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.

If offering additional options, include the information in the Additional Option Package on the Item Grid.

1.6.5 - DIFFERENTIAL TYPE/RATIO

For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided (include information on the Specification Identification & Unspecified Option Price form and attach form via Questionnaire) and is to quote any additional ratio that may be available when preparing their bid.

Standard Rear Axle Ratio, Ford Interceptor SUV

- Hybrid 3.3L V-6 and 3.3L V6 Direct-Injection (FFV): 3.73
- 3.0L V6 Ecoboost: 3.31

1.6.6 - MILES PER GALLON REQUIREMENT (2019 DATA) EPA ESTIMATED MILEAGE

Vehicles bid shall be equipped with an engine that meets at least the minimum requirements for the EPA Estimated Mileage as stated in the State of Ohio specification sheet. In the instance where an EPA Estimated Mileage is not available, the bidder is to supply the manufacturer's estimated mileage for the engine quoted.

1.7 - SPECIFICATION SHEETS

Shown below are the specifications requirements for equipment that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations providing equivalent performance in the Questionnaire. Failure to comply may deem the bid not responsive.

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD

Line No.	Standard Specification Items	Minimum Requirements
Brand		
1	Manufacturer Make	Ford (No Equivalent Offer)
2	Manufacturer Model	Interceptor SUV (No Equivalent Offer)
Powertrain		
*3	Engine Type (Liter/Cylinder)	Hybrid Engine 3.3L V-6 (unavailable after 02/11/22; see Lines 65 & 66 for additional engine options)
4	Horsepower (Net HP)	285
5	Transmission	Automatic, 10 Speed
6	Drive Type	All Wheel Drive
7	Alternator (amps)	220
8	Flexible Fuel Vehicle (FFV)	Available with the 3.3L V6 Direct-Injection engine (99B)
9	Battery (CCA)	800 (cold cranking amps)
10	Cooling System	Heaviest Duty Available
11	EPA Estimated Mileage (City/Highway MPG)	16/21
12	Pursuit Rated	Required
Drivability		
13	Steering	Electric Power-Assist
14	Power Antilock Brakes (ABS) Front & Rear	Required
Exterior		
15	Number of Doors	4
16	Wheelbase (in.)	119
17	Body Side Molding (Installed)	Not Required

* Indicates build-out date for hybrid engine, effective 02/11/22.

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

Line No.	Standard Specification Items	Minimum Requirements
Exterior (continued)		
18	Exterior Mirrors – Right & Left Mounted	Power Remote
19	Paint	BU- Medium Brown Metallic, ES - Arizona Beige, E4 – Vermillion Red, FT – Blue Metallic, HG – Smokestone Metallic J1 – Kodiak Brown Metallic, JL - Darke Toreador Red Metallic, JS - Iconic Silver Metallic, LK – Dark Blue , LM – Royal Blue LN – Light Blue Metallic, M7 – Carbonized Grey, TN – Silver Grey Metallic, UJ – Sterling Grey Metallic, UM – Agate Black, YG – Medium Titanium Metallic, YZ – Oxford White
20	Left-Handed Spotlight, Pillar Mounted	Required
21	Tires – Pursuit/Speed Rated per Manufacturer Recommendations	All Season, Steel Belted, Black Wall
22	Spare Tire/Wheel/Mending Kit	Full Size Spare
Safety		
23	Air Bag Restraint System (Driver & Passenger)	Required
24	Supplement Restraint System (Driver & Passenger)	Required
Seating		
25	Seating Capacity	5
26	Seat Covering	Cloth FR, Vinyl RR
27	Floor Covering	Heavy Duty Rubber
28	Front Seat Type	Bucket Adjustable – No Center Console
29	Rear Seat Type	Split 60/40 Bench

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

Line No.	Standard Specification Items	Minimum Requirements
Interior		
30	Arm Rest on Front Doors	Required
31	Foam Front Seat Cushion	Required
32	Trunk Light	Automatic
33	Interior Lighting	Overhead Dome & Map or Dome Driver Light
34	Interior Rear View Mirror	Day/Night
Dimensions		
35	Fuel Capacity (Gal.)	19.0
36	Base Curb Weight (lbs.)	4,639
37	Headroom (Front/Rear) (in.)	40/40
38	Leg Room (Front/Rear) (in.)	40/40
39	Hip Room (Front/Rear) (in.)	59/59
40	Shoulder Room (Front/Rear) (in.)	61/61
41	Interior Cargo Area/ Cargo Area Seats Folded Down (cu. ft.)	48/85
Accessories		
42	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
43	Glass	High Strength, Factory Tint
44	Rear Window Defroster	Wired in Glass
45	Fresh Air Temperature Controlled Heater	With Windshield Defrosters
46	Intermittent Windshield Wipers	With Dual Speed
47	Air Conditioning	Required

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

Line No.	Standard Specification Items	Minimum Requirements
Accessories (continued)		
48	Radio – Factory Installed	AM/FM
49	12 Volt Power Outlet, in Front Compartment	Required
50	Speedometer/Standard Gauge Package	Required
51	Hood Latch Release	Inside Passenger Compartment only, by Driver Side
52	Dual Horns, Factory Installed	Required
53	Electronic Door Locks/Electronic Windows	Driver Control Lock Out (Required)
54	Rear Window Wiper/Washer	If applicable
55	Remote Control Rear Gate Release by Driver	Required, if available
56	Rear Door	Lift Gate
57	Electronic Door Locks/ Electronic Windows	Required
58	Tilt Wheel & Cruise Control	Required
Warranty		
59	Rust Proofing	Min. Factory Warranty
60	Manufacturer Standard	Min. 3 yr./36,000 Mile
61	Powertrain	Min. 5 yr./100,000 Mile

ITEM 2: AUTOMOBILE – POLICE SPECIAL – SPORT UTILITY VEHICLE – FULL SIZE – 4 DOOR – V6 – AWD (continued)

OPTIONAL EQUIPMENT ITEMS	
62	45-Day Tags
63	Additional Set of Keys with FOB Enabling Electronic Keyless Entry
64	Wheel Cover
65	Engine: 3.3L V6 Direct-Injection (FFV)
66	Engine: 3.0L V6 Ecoboost
67	Inside Rear-Door Locks Inoperable
68	Inside Rear-Door Handles Inoperable
69	Inside Windows-Rear-Power Delete
70	Heated Side View Mirrors
71	Carpet
72	Red/White Dome Light in Cargo Area
73	Perimeter Anti-Theft Alarm
74	Remote Keyless Entry Key FOB w/o Key Pad - Deduct
75	Rear Console Plate
76	Grille LED Lights, Siren & Speaker Pre-Wiring
77	Hitch
78	SYNC
79	Rear Light Solution – Blue/Blue for Cargo Area
80	Backup Camera
81	Additional Option Package: Dark Car Feature

Unspecified Option Price: 3.00 % above manufacturer invoice.Delivery, Days After Receipt of Order: 154 to 210 Days

2 - STANDARD TERMS AND CONDITIONS

State of Ohio [Standard Terms and Conditions](#) (revised 9/8/21) will apply to this Contract.

3 - SPECIAL CONTRACT TERMS AND CONDITIONS

3.1 - AMENDMENT TO CONTRACT TERMS AND CONDITIONS

The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

3.2 - FIRM FIXED-PRICE CONTRACT

The Contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

3.3 - OPTIONS PRICING NOTE

Options prices bid are to be less than the manufacturer's suggested retail price(s) (MSRP). Bidder signifies by the completion of "Bid Certification" in their response that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

Bidders must indicate whether an option item is included with the base unit, no additional charge, not available, or a price for the option. On the Item Grid, the following must be used to indicate one of those choices:

- Included with base unit or available at no additional charge: On the Item Grid, enter \$0.00
- Not available: On the Item Grid, mark 'Yes' in the Decline column
- Price: On the Item Grid, enter the dollar value

3.3.1 - REQUIRED OPTIONS

Line items with a value greater than 0 in the "Units to Evaluate" are Required Options. Failure to offer a Required Option may deem your bid response not responsive and ineligible for award. Bidders must either, indicate the Required Option is included with the base unit or available at no additional charge by entering \$0.00, or providing a price. Bidders that decline a Required Option or respond with no cost but cannot provide this item may be deemed not responsive and ineligible for award.

If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Part Number field is to include an "AM" designation.

3.3.2 - ADDITIONAL OPTION PACKAGES

Bidders may elect to supply pricing for popular or common option packages not included as a required options on the Item Grid. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the Contract.

3.3.3 - UNSPECIFIED OPTION PRICE

Unspecified option price is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

Any option not specified on the Item Grid will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. Bidder is to specify the percentage on the Specification Identification & Unspecified Option Price form and attach form via Questionnaire. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price specified by the Bidder will not be used in the vehicle evaluation.

3.4 - TRANSPORTATION CHARGES

Any items(s) ordered from this Contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the State of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the item page. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the State of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

3.5 - MINIMUM DELIVERY CHARGE

This charge is to be used when the rate per mile per vehicle, as listed on the catalog, times the number of round-trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

3.6 - PLACEMENT OF ORDERS

Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

3.7 - PURCHASE ORDERS

The Purchase Orders for item(s) listed in this Contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official State of Ohio Purchase Order or, by a purchase order issued by the State's third-party financing administrator. The State will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the Contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the Contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

ALL purchase orders placed against this Contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

	TITLE TO:	SHIP TO:	BILL TO:
AGENCY TAX NO.	_____		
AGENCY	_____	_____	_____
ADDRESS	_____	_____	_____
CITY/STATE	_____	_____	_____
COUNTY	_____	CONTACT _____	TELEPHONE _____

3.8 - SUBMISSION OF INVOICES

Refer to the Standard Contract Terms and Conditions; IV, Order and Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

3.9 - PAYMENT

During the term of this Contract, a third-party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third-party administrator. Contractors will continue to receive payment in full; either from the State or the third-party administrator. If payment is received from the third-party administrator, the title to the vehicle is to (may) be forwarded to the third-party administrator. If a third-party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies may purchase through a third-party administrator or quantity of vehicles being purchased. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer (EFT) may be used as payment method with mutual agreement between the third-party financing administrator and the dealer.

Payment will be issued once full order is completed and vehicles are delivered to ordering agency.

3.10 - CANCELLATION AFTER ORDER CONFIRMATION

If an ordering agency needs to cancel any units due to agency error (wrong vehicle, over purchase, discontinued use, inventory reduction, etc.) after receiving the confirmation from the factory as described in Section 1.5, Delivery, the contractor may accept or reject the cancellation. If the contractor accepts the cancellation, they may charge a fee of up to \$1,000.00 per vehicle cancelled to recover costs for reselling the vehicle.

3.11 - SERVICE

The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. This requires that all fluids are filled to their maximum levels unless otherwise defined. Unit shall conform to all current Federal Safety Regulations including OSHA.

3.12 - SERVICE POLICY

The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.

3.13 - CERTIFICATE OF TITLE

The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.

3.14 - AGENCY REGISTRATION

The contractor shall furnish the Title Documents for each new vehicle and deliver same to the department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$15.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

3.15 - ADVERTISEMENT

Dealer name-signs shall not be affixed to any part of the delivered vehicle.

3.16 - DEALER LICENSE

Contractor must be licensed to sell motor vehicles in the State of Ohio pursuant to ORC [4517.12](#). DAS may ask for proof of a dealers license/permit.

The Bidder should submit their dealer license/permit issued by the State of Ohio with their bid response. If not provided as part of the bid response, the Bidder must provide said dealer license within five (5) business days after request/notification by the Office of Procurement Services. Failure to submit the dealer license within the stated time period may result in the bid response being deemed as not responsive.

3.17 - AUTHORIZED DEALER STATEMENT

Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the products they are bidding. Bidders should submit a letter with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be on the manufacturer's letterhead and must be signed by a duly authorized manufacturer's representative. If not provided as part of the bid response, the Bidder must provide said statement within five (5) business days after request/notification by the Office of Procurement Services. Failure to submit the certification letter within the stated time period may result in the bid response being deemed as not responsive.

3.18 - SALES LICENSE

Contractor must be licensed to sell new motor vehicles pursuant to ORC [4517.01](#) and [4517.02](#).

DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the Bidder will have five (5) business days to respond.

If the owner/partner who is listed on the dealer's license is selling to the State, rather than a salesperson, an affirmation letter stating this must be provided in lieu of a salesperson license.

3.19 - USAGE REPORTS

Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (GDC050).

Contractor is to submit two (2) separate reports, one (1) for state agencies purchases and the other report for political subdivision purchases.

INDEX NUMBER	CONTRACT NUMBER	CUSTOMER	ITEM NUMBER	# UNITS SOLD	\$ VALUE
--------------	-----------------	----------	-------------	--------------	----------

3.20 - ENERGY POLICY ACT

The Energy Policy Act was signed into law in 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

4 - INVITATION TO BID INSTRUCTIONS

[Instructions, Terms and Conditions for Bidding](#) that apply to the solicitation.

5 - SPECIAL INSTRUCTIONS TO BIDDERS**5.1 - DELIVERY**

Supplies will be delivered to the participating agency within the timeframe noted on the contract for the item after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency.

5.2 - CONTRACT AWARD

The contract will be awarded to the lowest responsive and responsible bidder by specified manufacturer brand pursuant to Ohio Administrative Code 123:5-1-10(K). No other brands of products will be acceptable.

5.3 - EVALUATION

Bids will be evaluated in accordance with Article I-15 of the "Instructions to Bidders". In addition, the State will evaluate the bid based on the total item cost, which equals the estimated number of units multiplied by the unit bid price plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no "delivery charge per mile round trip map mileage rate" supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The State reserves the right to reject the "per mile" delivery charge or the "minimum" delivery charge if it is determined to be excessive.

Example Calculation:

Total Item Cost = [(vehicle unit price) x (estimated number of units)] + [(delivery charge per mile round trip x 300) x estimated number of vehicles]

5.4 - DESCRIPTIVE LITERATURE

The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

5.5 - COOPERATIVE PURCHASING CONTRACT

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

5.6 - CONTRACTOR QUARTERLY SALES REPORT

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to OhioBuys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using OhioBuys at the following web address supplier-emarketplace.ohio.gov. If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

5.7 - CONTRACTOR REVENUE SHARE

The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this Contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. The revenue share is included in the contracted price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and Cooperative Purchasing Members using this Contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor may pay the revenue share amount due by check or, online with a credit card by visiting: epay.das.ohio.gov/Payment.

For payments made by credit card, the Contractor must provide the Quarterly Sales Report and Revenue Share Remittance forms to csc@ohio.gov.

For payments made by check, the Contractor must make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Quarterly Sales Report and Revenue Share Remittance form.

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate this Contract.

6 - AMENDMENTS**6.1 - SUMMARY OF AMENDMENTS**

Amendment Number	Effective Date	Description
1	02/11/22	This Amendment issued to indicate an update to the build out schedule, regarding the engine types available: the Hybrid Engine on Line 3 will not be available after 02/11/22; the Engines on Lines 65 and 66 are still available. Additionally, this amendment is issued to add the Build Out Schedule and the Summary of Amendments page.

BUILD OUT SCHEDULE

Amend #	Amend Date	OAKS #	Make & Model/Vehicle Description	Requisition Approval Date	Order to Dealer Date	Dealer Order Cut Off Date	Price Protection (Yes/No)
1	02/11/22		Item #3 – Automobile – Police Special – Sport Utility Vehicle – Full Size – 4 Door – V6 – AWD Ford Interceptor Police SUV- Hybrid Engine 3.3L V-6	02/01/22	02/08/22	02/11/22	No

Key
Requisition Approval Date - Last day to have requisitions submitted, approved by ordering agency, and routed for central approval.
Order to Dealer Date - Last day to submit Purchase Orders to the dealer.
Dealer Order Cut Off Date - Last day dealer can submit order to manufacturer.
Price Protection Yes - Model Year 23 is available at Model Year 22 contract pricing.

Note: If the vehicle has been price protected, please contact the dealer to confirm date of delivery as MY23 vehicles may not start production until a later date.

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 214 GENERAL FEE SCHEDULE, SECTION 214.06 FEES IN THE STREETS, UTILITIES AND PUBLIC SERVICES CODE, PARAGRAPH (j), AND DECLARING AN EMERGENCY

- WHEREAS:** In an effort to raise revenue from housing prisoners from other agencies and self-pay prisoners and enhance the overall revenue of the city jail and to offset in part the subsidy from the General Fund, the Administration proposes increasing the fee schedule as noted below; and
- WHEREAS:** It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part Two Administration Code, Chapter 214 General Fee Schedule, Section 214.06 Fees in the General Offenses Code, Paragraph (j) in order to adjust this fee; and
- WHEREAS:** Council desires to provide for this amendment.

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

Section 1. Council hereby amends the Codified Ordinances of the City of North Royalton, Part Two Administration Code, Chapter 214 General Fee Schedule, Section 214.06 Fees in the Streets, Utilities and Public Services Code, Paragraph (j) which shall hereafter read as follows:

- | | | |
|-----|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| (j) | (1) Use of City Jail facilities for housing of prisoners by other governmental entities: (1066.01(a)) | \$125.00 135.00 per day per prisoner, as negotiated by the Chief of Police and approved by the Mayor |
| | (2) Private Pay Prisoners (1066.01(d)) | \$125.00 135.00 per day; |
| | (3) <i>Prisoners requiring Administrative Segregation</i> | \$270 per day |
| | (3) 4 Registration in the North Royalton Corrections Officer Training Academy | \$500.00 |

Section 2. Part Two Administration Code, Chapter 214 General Fee Schedule, Section 214.06 Fees in the Streets, Utilities and Public Services Code, Paragraph (j) of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Chapter 214 shall remain in full force and effect.

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

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 for Council to amend the fees for use of city jail facilities for housing of prisoners by other governmental entities, self-pay prisoners and prisoners requiring administrative segregation.

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

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

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

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 22-45

INTRODUCED BY: Barath
Co-Sponsor: Carbone-McDonald

AN ORDINANCE AUTHORIZING THE RECEIPT FOR DONATIONS/FUNDS FOR THE NORTH ROYALTON CITY SPONSORED EVENTS, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton sponsors certain city events; and
- WHEREAS: Council has provided funds for the support of those events; and
- WHEREAS: Council desires to accept donations from the public and those that desire to contribute to specific city sponsored events.

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 Finance Director is authorized to receive any and all donations to the specific city sponsored events known as: North Royalton Easter Parade, Parkapalooza, Movie Nights, Fishing Derby, Car Show, Harvest Fest, Halloween Madness and Holiday Lighting and directs the Mayor to adopt such reasonable restrictions for the use of those funds as may be reasonable and/or required by 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 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 necessary to authorize to accept donations from the public and those that desire to contribute to specific city sponsored events.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take affect 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. 22-46

INTRODUCED BY: Wos, Dietrich, Carbone-McDonald
Co-Sponsor: Marnecheck

AN ORDINANCE AUTHORIZING THE RECEIPT OF DONATIONS/FUNDS FOR THE NORTH ROYALTON SAFETY TOWN PROJECT, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton and the North Royalton Schools desire to work together to design, fund, build, equip and operate a new Safety Town for the benefit of all the children who may make use thereof; and
- WHEREAS: The City and the Schools are actively seeking funding and donations for this Project; and
- WHEREAS: The parties desire to pursue this effort in the most responsible and proper manner, particularly as it relates to the donations being sought in order to give appropriate confidence for those who choose to donate; and
- WHEREAS: Council desires to formally support and approve these efforts.

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 authorizes the Finance Director and the Chief of Fire to receive and place on deposit any and all funds raised and donated for the Safety Town Project to be applied toward the completion of the project.

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 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 necessary to authorize the receipt of donations/funds for the North Royalton Safety Town Project.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take affect 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. 22-47

INTRODUCED BY: Nickell, Carbone-McDonald, Krejci, Wos
Co-Sponsor: Marnecheck

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

WHEREAS: Council has determined that additional provisions are necessary to clearly delineate the location, ownership and maintenance requirements for all storm water facility Post-Construction Best Management Practices within new residential subdivisions; and

WHEREAS: Recent development of residential subdivisions has not successfully been able to deal with the collection and removal of storm water on individual lots; and

WHEREAS: Actual experience with the placement and location of storm water facilities (detention and retention basins) has demonstrated the need to require that they be fixed upon individual parcels of land and designated as common property and maintained in perpetuity as common property by the mandated Homeowners' Association; and

WHEREAS: Council desires to include such additional provisions to ensure that all newly created subdivisions are better positioned to be able to maintain all storm water facility Post-Construction Best Management Practices to ensure they function as intended; and

WHEREAS: It is therefore necessary to amend 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 Chapter 1248 Improvements, Section 1248.02 Required Submission and Approval of Plans and Specifications of the Codified Ordinances of the City of North Royalton by creating a new Paragraph (g); and

WHEREAS: Council desires to provide for these amendments.

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

Section 1. Part 12 Planning and Zoning Code, Chapter 1248 Improvements, Section 1248.01 Subdivision Improvements Required Before Final Approval of the Codified Ordinances of the City of North Royalton is hereby amended as follows:

SECTION 1248.01 SUBDIVISION IMPROVEMENTS REQUIRED BEFORE FINAL APPROVAL

Before approval will be given upon any final plat for record, the following improvements must be installed in the subdivision shown on such plat:

(a) Water mains must be installed, together with all necessary appurtenances, such as hydrant valves and curb connections, at each lot within the subdivision, all meeting the approval of the Cleveland Water Department and the City Engineer.

(b) Storm sewers, together with all necessary appurtenances and curb connections, for each lot in such subdivision shall be designed and installed in accordance with minimum standards adopted therefor and ***provide adequate storm water facilities*** for the drainage of the streets, the lot fronting thereon, and the natural drainage intercepted by such street.

(c) Sanitary sewers, together with all necessary appurtenances and curb connections, for each lot in such subdivision shall be designed and installed in accordance with the minimum standards adopted therefor. Where Municipal sanitary sewer facilities are not available and accessible, the developer may construct and install on-lot sewage treatment systems, provided such systems are approved by the Health Department and/or the Ohio EPA. The approval by the City Engineer and his or her decision deeming the sewers necessary shall be based upon a determination of the adequacy of the proposed facilities relative to the natural contours and topography of the area, the proposed population density of the subdivision and the effect of the facilities upon abutting and adjacent properties and upon the public health, safety and welfare of the entire Municipality. In accordance with Section 1045.28 of the North Royalton Codified Ordinances, all sanitary sewage shall be conveyed to City Treatment Facilities unless otherwise authorized by Council.

(d) All sewers, excluding house laterals, must be installed in dedicated streets or in easements granted to the Municipality, in legal form satisfactory to the City Law Director; have proper size, slope and material type as approved by the City Engineer; serve all accessible lots and lands in the subdivision; and go to the boundaries of the subdivision.

(e) *All required basins, whether retention or detention, shall be constructed upon separately developed and individually designated permanent parcels allocated solely for that purpose and none other, owned by the Homeowners' Association in perpetuity as common property, maintained by the Homeowners' Association as required by law, accessible by proximity to a publicly designated Right of Way or having a clearly defined and recorded easement in favor of the Homeowners' Association and the city for access thereto for maintenance; the Declaration and Bylaws shall fully incorporate these provisions which shall be held inviolate and run with the land and bind the Homeowners' Association as a formal condition of municipal approval. The top of bank of each required basin shall be set back from the property line a minimum of twelve (12') to allow for maintenance access.*

(f) *In all developments involving parcels designated for single family style occupancy, R1-A and R1-B, a storm water catch basin and corresponding storm lateral SHALL be installed in an appropriate location in the yard of the lot for the express purpose of draining storm water from that lot; all Declarations and Bylaws created for any such development shall clearly indicate that the burden for the maintenance of such catch basin and lateral is the sole responsibility of the owner of the lot enforceable by the Homeowners' Association; in the event of the failure of the Homeowners' Association to enforce said provisions, the city may bring an action to enforce these provisions. All costs incurred including attorney fees shall be borne by the offending property owner and the court is authorized to assess these costs to the property owner and in favor of the city in the event that the owner is found to have failed to maintain the facility as required herein,*

(g)-(e) Sidewalks shall be at least four feet in width along local streets, five feet along local collector streets, and six feet along collector and major arterial streets. Pavement thickness shall be four inches of concrete and not less than six inches across driveways.

(h) (f) Streets shall be improved as follows:

(1) Pavement widths and roadway pavements for major and secondary thoroughfares, minor streets and marginal access streets shall be as required by the City Engineer and stipulated in the Zoning Code.

(2) Grading and centerline gradients shall be as per plans and profiles approved by the City Engineer.

(3) Curbs and gutters shall be provided in accordance with details and specifications prescribed by the City Engineer.

Section 2. Part 12 Planning and Zoning Code, Chapter 1248 Improvements, Section 1248.02 Required Submission and Approval of Plans and Specifications of the Codified Ordinances of the City of North Royalton is hereby amended by creating a new Paragraph (g) which shall hereinafter read as follows:

SECTION 1248.02 REQUIRED SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS

(g) *All Wet Extended Detention Basins must include aeration to prevent stagnation. The aeration method and required power supply must be operated and maintained by Homeowners' Association and replaced as necessary or as determined by the City Engineer.*

Section 3. Chapter 1248 is hereby amended as provided for herein and all other provisions of this chapter 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 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 to ensure that all newly created subdivisions are better positioned to be able to maintain all storm water facility Post-Construction Best Management Practices to ensure they function as intended.

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:

RESOLUTION NO. 22-48

INTRODUCED BY: Marnecheck, Nickell, Barath, Krejci
Dietrich, Carbone-McDonald, Wos, Mayor Antoskiewicz

A RESOLUTION IN SUPPORT OF UKRAINE, THE BRAVE UKRAINIAN PEOPLE FIGHTING FOR
THEIR FREEDOM AND ALL EFFORTS OF THE UNITED STATES GOVERNMENT TO OFFER AID
AND ASSISTANCE TO THEM TO RESIST THE INVADING RUSSIAN MILITARY FORCES, AND
DECLARING AN EMERGENCY

- WHEREAS: Russia has invaded its neighbor, Ukraine, in an apparent effort to topple a democratically elected government and install a puppet regime favorable to the Putin autocracy; and
- WHEREAS: A nearly overwhelming military invasion force has attacked Ukraine from multiple locations along their shared border and the border of Russia’s ally Belarus; and
- WHEREAS: The noble and courageous people of Ukraine have bravely resisted and continue to resist while outgunned and militarily overmatched; and
- WHEREAS: The City of North Royalton is home to many people of Ukrainian descent, Council believes that it is most desirable to express its support for Ukraine and the people of Ukraine and to seek the full support of the United States government to come to the aid of Ukraine in this their hour of greatest need.

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

- Section 1. Council supports all efforts of Ukraine and the Ukrainian people to maintain their freedom and throw out the Russian invasion and asks the federal government to extend to Ukraine all aid both military and humanitarian to their effort.
- Section 2. The Director of Legislative Services shall send a copy of this Resolution to U.S Representative Anthony Gonzalez, U.S Senator Sherrod Brown, U.S. Senator Robert Jones Portman and President Joseph R. Biden, Jr.
- Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS: